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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किये गये विधिक प्रावेश और अधिसूचनाएं

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) by Central Authorities (other than the Administration of Union Territories)

मंत्रिमंडल सचिवालय
(कार्यालय और प्रशासनिक विभाग)

नई दिल्ली-110001, 19 जनवरी, 1973

का. अ. ० ७७२.—संविधान के अनुच्छेद ३०९ के परन्तुक तथा अनुच्छेद १४८ की धारा ५ द्वारा प्रदत्त अस्तियों के अनुसरण में, तथा भारतीय सेवा परीक्षा और लेहंदा विभाग में कार्य करने वाले अस्तियों के संबंध में भारत के नियंत्रक तथा महालेखा-परीक्षक से परामर्श करने के बाद, राष्ट्रपति, एतद्वारा निर्मुक आपातकालीन आयुक्त अधिकारी तथा अल्पकालीन सेवा आयुक्त अधिकारी (रिक्ति आरक्षण) नियम, 1971 में और संशोधन करने के लिए निम्न-सिद्धित नियम बनाते हैं, अर्थात्:—

1. (1) ये नियम निर्मुक आपातकालीन आयुक्त अधिकारी तथा अल्पकालीन सेवा आयुक्त अधिकारी (रिक्ति आरक्षण) संशोधन नियम, 1972 कहे जा सकेंगे।

(2) ये नियम 29 फरवरी, 1971 से लागू हुए समझे जायेंगे।

2. निर्मुक आपातकालीन आयुक्त अधिकारी तथा अल्पकालीन सेवा आयुक्त अधिकारी (रिक्ति आरक्षण) नियम, 1971 के नियम 4 के उप-नियम (1) में—

(1) “जिन्हें 1 नवम्बर, 1962 के बाद कमीशन दिया गया था”
शब्दों, अक्षरों और अंकों के स्थान पर “जिन्हें 1 नवम्बर, 1962

को अर्थवा इसके बाद कमीशन दिया गया था” शब्द, अक्षर और अंक प्रतिस्थापित किए जाएंगे:—

(2) “किन्तु जिन्हें उक्त तारीख के बाद कमीशन दिया गया था”
शब्दों के स्थान पर “किन्तु जिन्हें उक्त तारीख को अर्थवा उसके बाद कमीशन दिया गया था शब्द प्रतिस्थापित किए जायेंगे।

[संख्या 9/4/72 स्थापना (ग)]

जे. एस. भाष्यकालिया, अवर सचिव

निर्मुक आपातकालीन आयुक्त अधिकारी तथा अल्पकालीन सेवा आयुक्त अधिकारी (रिक्ति आरक्षण) संशोधन नियम, 1972 का व्याप्तिस्थापन

निर्मुक आपातकालीन आयुक्त अधिकारी तथा अल्पकालीन सेवा आयुक्त अधिकारी (रिक्ति आरक्षण) संशोधन नियम 1971, जिसे निर्मुक आपातकालीन आयुक्त अधिकारी तथा अल्पकालीन सेवा आयुक्त अधिकारी (रिक्ति आरक्षण) संशोधन नियम, 1972 द्वारा पुनरीक्षित किया गया है, नियम 4 के अनुसार निर्मुक आपातकालीन आयुक्त अधिकारी तथा अल्पकालीन सेवा आयुक्त अधिकारी की इन नियमों के अधीन आरक्षित रिक्तियों पर प्रतियोगिता करने की पात्रता के अन्तर्गत ये आपातकालीन आयुक्त अधिकारी तथा अल्प-कालीन सेवा आयुक्त अधिकारी प्रतियोगिता करने के पात्र थे, जो संश्लेषणाओं में 1 नवम्बर, 1962 के बाद, किन्तु 10 जनवरी, 1968 के पहले

प्रायुक्त किये गये थे अथवा बाद की तारीख के बाद किसी कमीशन-पूर्व-प्रशिक्षण में गए थे, किन्तु उन्हें उक्त तारीख के बाद कमीशन दिया गया था। यह प्रश्न उठता है कि क्या वे अल्पकालीन सेवा प्रायुक्त अधिकारी भी प्रारंभित रिक्तियों पर प्रतियोगिता करने के पास होने चाहिए जो आपात-कालीन स्थिति के समान होने के पहले प्रशिक्षण से रहे थे, किन्तु जिन्हें संभास्त सेवाओं में बास्तव में 10 जनवरी, 1968 (अर्थात् पहली आपात स्थिति समाप्त करने की तारीख) को कमीशन दिया गया था। इसलिए 10 जनवरी, 1968 के 'बाद' शब्द के पहले 'को अथवा' शब्दों को रखा जाना आवश्यक है। इसी प्रकार, किसी भी प्रकार के लेख्यना से बचने के लिए 1 नवम्बर, 1962 के 'बाद' शब्द के पहले 'को अथवा' शब्द भी रखे गए हैं? तबनुसार निर्मुक्त प्रापास्कालीन प्रायुक्त अधिकारी तथा अल्पकालीन सेवा प्रायुक्त अधिकारी (रिक्ति आरक्षण) नियम, 1971 में अपेक्षित संसोधन किए गए हैं। ये नियम उक्त सभी मामलों पर लागू होंगे और कोई भी मामला उपर्युक्त नियमों को भेत्राधिकार से बाहर नहीं होगा। उक्त नियम को पिछली तारीख से लागू करने से किसी के हितों पर भी प्रतिकूल प्रभाव नहीं पड़ेगा।

Cabinet Secretariat

(Department of Personnel and Administrative Reforms)

New Delhi-110001, the 19th January, 1973

S.O.772.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor-General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Released Emergency Commissioned Officers and Short Service Commissioned Officers (Reservation of Vacancies) Rules, 1971, namely:—

1. (1) These rules may be called the Released Emergency Commissioned Officers and Short Service Commissioned Officers (Reservation of Vacancies) Amendment Rules, 1972.

(2) They shall be deemed to have come into force on the 29th January, 1971.

2. In sub-rule (1) of rule 4 of the Released Emergency Commissioned Officers and Short Service Commissioned Officers (Reservation of Vacancies) Rules, 1971 :—

(i) for the words, letters and figures "who were commissioned after the 1st November, 1962", the words, letters and figures "who were commissioned on or after the 1st November, 1962" shall be substituted; and

(ii) for the words "but who were commissioned after that date", the words "but who were commissioned on or after that date" shall be substituted.

[No. 9/4/72-Ests(C)]

J.S. AHLUWALIA, Under Secy.

Explanatory Memorandum to the Released Emergency Commissioned Officers and Short Service Commissioned Officer (Reservation of Vacancies) Amendment Rules, 1972.

According to rule 4 of the Released Emergency Commissioned Officers and Short Service Commissioned Officers, (Reservation of Vacancies) Rules, 1971, as revised by the Released Emergency Commissioned Officers and Short Service Commissioned Officers (Reservation of Vacancies) Amendment Rules, 1972, the eligibility of the released Emergency Commissioned Officers and Short Service Commissioned Officers for competing against vacancies reserved under these rules was restricted to those ECOs/SSCOs who were commissioned in the Armed Forces after the 1st November, 1962, but before the 10th January, 1968 or who had joined any pre-commission training before the latter date, but who were commissioned after that date. The question arises whether even those SSCOs who were undergoing training before the revocation of the emergency but were actually commissioned in the armed forces on 10th January, 1968 (i.e. the date of revocation of the first emergency) should also be eligible to compete for the reserved vacan-

cies. It is therefore, necessary to put the words 'on or before the words 'after' 10th January, 1968. Likewise the words 'on or, before have also been put before the words 'after' the 1st November 1962 to avoid any lacuna. The requisite amendments have accordingly been made in the Released Emergency Commissioned Officers and Short Service Commissioned Officers (Reservation of Vacancies) Rules, 1971. These will cover all the cases and no case will be left out from the purview of the above mentioned rules. The interests of no one will be adversely affected by giving retrospective effect to the rule.

मारत निर्वाचन आयोग

आवेदा

नई दिल्ली, 1 फरवरी, 1973

का० आ० 773.—प्रत: निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1973 को हुए महाराष्ट्र विधान सभा के लिए निर्वाचन के लिए 24-खुम्भाधा॒ निर्वाचन-सेवा से चुनाव लड़ने वाले उम्मीदवार श्री शैदा मोहम्मदली हर्जी, 78-भैयदा मार्ग, चौथी मंजिल, बम्बई-9 लोक प्रतिनिधित्व प्राधिकारियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से ग्राने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं;

प्रीर, यत:, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा सम्बद्ध करने की किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् ने जाने और होने के लिए इस आवेदन की तारीख से तीन वर्ष की कालाकार्धि के लिए निरहित घोषित करता है;

प्रत: अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एवं द्वारा उक्त श्री शैदा मोहम्मदली हर्जी को संभद्र के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् ने जाने और होने के लिए इस आवेदन की तारीख से तीन वर्ष की कालाकार्धि के लिए निरहित घोषित करता है।

[सं० महा०-वि० स०/24/72/(3)]

ELECTION COMMISSION OF INDIA ORDER

New Delhi, the 1st February, 1973

S.O.773.—Whereas the Election Commission is satisfied that Shri Shaista Mohamedali Harji, 78, Shaista Marg, 4th Floor, Bombay-9, a contesting candidate for general election held in March, 1972 to the Maharashtra Legislative Assembly from 24-Khumbharwada constituency, has failed to lodge an account of his election expenses in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

And Whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Shaista Mohamedali Harji to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MT-LA/24/72(3)]

आवेदा

नई दिल्ली, 7 फरवरी, 1973

का० आ० 774.—प्रत: निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए महाराष्ट्र विधान सभा के लिए साधारण निर्वाचन के लिए 194 पारंजा निर्वाचन-सेवा से चुनाव लड़ने वाले उम्मीदवार श्री शोराजे

सोपान निवृत्ति मुक्ताम तथा डाकघर पाठ्यस्थ तालुकभूम बाया परगांव, जिला श्रीसमानाबाद (महाराष्ट्र) सोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

श्रीर, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है;

अतः अब, उक्त अधिनियम की धारा 10-के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री शोराडे सोपान निवृत्ति को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश को तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं० महाराष्ट्र-वि० सं०/194/72(4)]

ORDER

New Delhi, the 8th February, 1973.

S. O. 774.—Whereas the Election Commission is satisfied that Shri Borade Sopan Niwarty, At & Post Pathrud, Tq. Bhoom, Via Pargaon, District Osmanabad (Maharashtra), a contesting candidate for general election held in March, 1972 to the Maharashtra Legislative Assembly from 194 Parenda constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder ;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the Said Act, the Election Commission hereby declares the said Shri Borade Sopan Niwarty to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No MT-LA/194/72(4)]

आवेदा

नई विल्ली, 8 फरवरी, 1973

का० आ० 775.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1971 को हुए उड़ीसा विधान सभा के लिए निर्वाचन के लिए 110 मेल-छामुन्डा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मनासाहू ग्राम ज्ञारमुन्डा, डाकघासा पेटूपाली, जिला सम्बलपुर, उड़ीसा लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं;

श्रीर, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री मनासाहू को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं० उड़ीसा वि० सं०/110/71]

ए० एन० सेन, सचिव

ORDER

New Delhi, the 8th February, 1973

S.O. 775.—Whereas the Election Commission is satisfied that Shri Mana Sahu, village Jharmunda, P.O. Petupali, District Sambalpur, Orissa, a contesting candidate for election to the Orissa Legislative Assembly from 110-Melchhamunda constituency, held in March, 1971 has failed to lodge an account of his election expenses in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares that the said Shri Mana Sahu to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. OR-LA/110/71]

A. N. SEN, Secy.

आवेदा

नई विल्ली, 17 फरवरी, 1973

का० आ० 776.—यतः, निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1972 को हुए गुजरात विधान सभा के लिए निर्वाचन के लिए 11 धरांगद्वा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री रमणीक लाल शिट्लदास शाह, जूना रथखाला, धरांगद्वा, जिला सुरेन्द्रनगर, गुजरात, सोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा यथा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

श्रीर, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निर्वाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है;

अतः अब, उक्त अधिनियम की धारा 10-के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री रमणीक लाल को संसद के किसी भी सदन के या किसी राज्य की विधान-सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं० गुज०-वि० सं०/11/72(3)]

ORDER

New Delhi, the 17th February, 1973

S. O. 776.—Whereas the Election Commission is satisfied that Shri Rammiklal Vithaldas Shah, Juna Rathkhana, Dhrangadhra, District Surendranagar, Gujarat, a contesting candidate for the election held in March, 1972, to the Gujarat Legislative Assembly from 11-Dhrangadhra constituency, has failed to lodge an account of his election expenses, as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure :

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ramnialal Vithaldas Shah to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a state for a period of three years from the date of this order.

[No. GJ-LA/11/72(3)]

आदेश

नई दिल्ली, 20 फरवरी, 1973

का० आ० 777.—यतः, निवाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए आन्ध्र प्रदेश विधान सभा के निवाचन के लिए 275 येल्लांगु निवाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री बोडेपुदी रामाकोटेरवरा राव, कोम्मेनापल्ली, येल्लांगु तालुक (आन्ध्र प्रदेश) लोक प्रतिनिधित्व प्रधिनियम, 1951 तथा तदृशीन बनाए गए नियमों द्वारा यथा प्रपेक्षित अपने निवाचन व्ययों का कोई भी लेखा वाखिल करने में असफल रहे हैं;

ओर, यतः, उक्त उम्मीदवार ने, उस सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निवाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या त्यागीचित्य नहीं है;

यतः प्रब, उक्त उम्मीदवार ने, उस सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और निवाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या त्यागीचित्य नहीं है।

[सं० आ० प्र० वि० स०/275/72]
श्री० एन० भारद्वाज, सचिव

ORDER

New Delhi, the 20th February, 1973

S.O. 777.—Whereas the Election Commission is satisfied that Shri Bodepudi Ramakoteswara Rao, Kommenapalli, Yellandu Taluk, (Andhra Pradesh), a contesting candidate for general election to the Andhra Pradesh Legislative Assembly held in March, 1972 from 275, Yellandu constituency, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is further satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Bodepudi Ramakoteswara Rao to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. AP-LA/275/72]
B. N. BHARDWAJ, Secy.

आदेश

नई दिल्ली, 24 फरवरी, 1973

का० आ० 778.—यतः, निवाचन आयोग का समाधान हो गया है कि मार्च, 1972 में हुए मैसूर विधान सभा के लिए निवाचन के लिए 76-चासावानगुडी निवाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री पी० सी० वैंकटा रेडी परगना अग्रहारा, पो० आ० सिंगासनदरा, बंगलोर-29 लोक प्रतिनिधित्व प्रधिनियम, 1951 तथा तदृशीन बनाए गए नियमों द्वारा यथा प्रपेक्षित अपने निवाचन व्ययों का कोई भी लेखा वाखिल करने में असफल रहे हैं;

ओर, यतः, श्री पी० सी० वैंकटा रेडी को भेजी गई सूचनाए॒ प्रपरिवेत वापस आ गई है, क्योंकि अव्यर्थों के रहने के स्थान का कोई पता नहीं है और, निवाचन आयोग का यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या त्यागीचित्य नहीं है;

यतः, प्रब, उक्त ग्रामनियम की धारा 10-के अनुसरण में निवाचन आयोग एतद्वारा उक्त श्री पी० सी० वैंकटा रेडी की संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० मैसूर-वि० स०/78/72]

श्री० नागसुब्रह्मण्यन सचिव

ORDER

New Delhi, the 24th February, 1973

S. O. 778.—Whereas the Election Commission is satisfied that Shri P. C. Venkata Reddy, Parapana Agrahara, Singasandra Post, Bangalore-29, a contesting candidate for general election to the Mysore Legislative Assembly from 78-Basavangudi constituency held in March, 1972, has failed to lodge an account of his election expenses at all as required by the Representation of the People Act, 1951, and the Rules made thereunder ;

And whereas the notices issued to Shri P.C. Venkata Reddy have been received back undelivered as the whereabouts of the candidate are not known and the Election Commission is satisfied that he has no good reason or justification for the failure ;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri P.C. Venkata Reddy to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MY-LA/78/72]

V. NAGASUBRAMANIAN, Secy.

New Delhi, the 1st March, 1973

S. O. 779.—In pursuance of clause (b) of sub-section (2) of section 116 C of the Representation of the People Act, 1951, the Election Commission hereby publishes the order, dated the 15th January, 1973, of the Supreme Court of India, New Delhi, in Civil Appeal No. 623 (NCE) of 1972 against the Judgement dated the 14th February, 1972 of the High Court of Jammu and Kashmir at Srinagar, in Election Petition No. 1 of 1971.

[No. 82/J&K/1/71]

IN THE SUPREME COURT OF INDIA
CIVIL APPEALATE JURISDICTION
Summons For Non-Prosecution
(Under Order XV, Rule 30 Supreme Court Rules, 1966)
IN THE MATTER OF CIVIL APPEAL NO. 623 (NCE) OF 1972

(Appeal under section 116-A of the Representation of People Act, 1951 from the Judgement and Order dated the 14th February, 1972 of the Jammu and Kashmir High Court at Srinagar in Election Petition No. 1 of 1971).

Shri Abdul Gaffar, S/o Haji Abdul Samad,
resident of Braripura, Nowakadal,
Srinagar.

Appellant

Versus

1. Shri Shamim Ahmed Shamim,
Residency Road, Srinagar.
2. Shri B. Ahmed, I.A.S., Returning
Officer, Srinagar Parliamentary Cons-
tituency, Srinagar.

Respondents.

[CORAM

HON'BLE MR. JUSTICE K. S. HEGDE
 HON'BLE MR. JUSTICE P. JAGAN MOHAN REDDY
 HON'BLE MR. JUSTICE B. R. KHANNA

For the Appellant : Mr. S.C. Agarwal, Advocate.

For Respondent No. 1 : in person.

The Summons for non-prosecution in the matter of the appeal above-mentioned being called on for orders before this Court on the 15th day of January 1973 UPON bearing Mr. S.C. Agarwal, counsel for the appellant and respondent No. 1, in person. THIS COURT BOTH ORDER : (1) That the appeal above-mentioned be and is hereby dismissed for non-prosecution; (2) That there shall be no order as to costs of this appeal in this Court;

WITNESS the Hon'ble Mr. Justice Sarv Mittra Sikri, Chief Justice of India at the Supreme Court, New Delhi dated this the 15th day of January, 1973.

Sd/-
 Deputy Registrar

विधि व्याय और कल्पनी मंत्रालय

(विधायी विभाग)

नई दिल्ली, 22 फरवरी, 1973

का० आ० 780.—परिसीमन अधिनियम, 1972 (1972 का 76) की धारा 3 के अनुसरण में, केन्द्रीय सरकार एतद्वारा—

- (1) श्री जे० एल० कपूर, उच्चतम न्यायालय के सेवानिवृत्त न्यायाधीश;
- (2) श्री तरुन कुमार बसु, न्यायाधीश, उच्च न्यायालय, कलकत्ता; और
- (3) मुख्य निवाचिन भायुक्त, परेन,

को पिलाकर परिसीमन आयोग गठित करती है। और श्री जे० एल० कपूर को आयोग के प्रध्यक्ष के लिए नाम निर्विष्ट करती है।

[स० क 12024/2/72-प्र० (वि० वि०)]

के० के० सुन्दरम, सचिव,

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS
 Legislative Department

New Delhi, the 22nd February, 1973

S.O. 780.—In pursuance of section 3 of the Delimitation Act, 1972 (76 of 1972), the Central Government hereby constitutes the Delimitation Commission consisting of—

- (1) Shri J. L. Kapur, retired Judge of the Supreme Court;
- (2) Shri Tarun Kumar Basu, Judge, Calcutta High Court; and
- (3) the Chief Election Commissioner, *ex-officio*, and nominates Shri J. L. Kapur to be the Chairman of the Commission.

[No. A. 12024/2/72-Adm. I.(LD)]
 K. K. SUNDRAM, Secy.

(कल्पनी कार्य विभाग)

नई दिल्ली, 22 फरवरी, 1973

का० आ० 781.—एकाधिकार एवं नियन्त्रणकारी व्यापार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्वारा मैसर्से प्रलधाम

ए० सन (इंडिया) लिमिटेड के कथित अधिनियम के प्रत्यगत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 664/1970 विनाक 7 फिसबर, 1970) के नियन्त्रकरण को अधिसूचित करती है।

[स॒ 2 (1)-73 एम-2]

मु० बालारामन, अवर सचिव

(Department of Company Affairs)

New Delhi, the 22nd February, 1973

S. O. 781.—In pursuance of sub-section (3) of section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of registration of M/S OLDHMAN & SON (INDIA) LIMITED under the said Act (Certificate of Registration No.664/1970 dated the 7th December, 1970)

[F. No. 2/1/73-M(II)]

S. BALARAMAN, Under Secy.

वित्त मंत्रालय

राजस्व और बीमा विभाग

नई दिल्ली, 23 जनवरी, 1973

आय कर

का० आ० 782.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 138 की उपधारा (i) के खण्ड (क) के उपखण्ड (ii) के अनुसरण में, केन्द्रीय सरकार यूहू औद्योगिक गृह जाति आयोग की उस उपखण्ड के प्रयोजनों के लिए एतद्वारा विनियिष्ट करती है।

[स० 270 (का० स० 403/85/72-आई०टी० सी०सी०)]

बी० निगम, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue & Insurance)

New Delhi, the 23rd January, 1973.

INCOME TAX

S.O. 782.—In pursuance of sub clause (ii) of clause (a) of sub-section (1) of Section 138 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the Commission of Inquiry on Large Industrial Houses for the purposes of that sub-clause.

[No. 270 (F. No. 403/85/72-ITCC)]

B. NIGAM, Under Secy.

नई दिल्ली, 29 जनवरी, 1973

का० आ० 783.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री टी० जी० लालबानी को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के प्रधीन कर यस्ती अधिकारी की शक्तियों का प्रयोग करने के लिए एतद्वारा प्राधिकृत करती है।

2. अधिसूचना स० 161 (का० स० 404/232/72-आई०टी० सी०सी०) तारीख 21 अगस्त, 1972 द्वारा की गई श्री एम० बी० सुन्दरमणियम की नियुक्ति तुरन्त रद्द की जाती है।

3. यह अधिसूचना तुरन्त प्रवृत्त होगी।

[स० 275 (का० स० 404/15/73-आई०टी० सी०सी०)]

New Delhi, the 29th January, 1973

S. O. 783.—In exercise of the powers conferred by sub-clause (iii) of the Clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises:—Shri T.G. Lalwani, who is a Gazetted Officer of the Central Government, to exercise the powers of Tax Recovery Officer under the said Act.

2. The appointment of Shri M.V. Subramanian under Notification No.161 (F.No.404/232/72-ITCC) dated 21st August, 1972 is cancelled with immediate effect.

3. This Notification shall come into force with immediate effect.

[No. 275 (F. No. 404/15/73-ITCC)]

नई दिल्ली, 30 जनवरी, 1973

का० आ० 784.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री जी० एस० बत्ता चौधरी को, जो केन्द्रीय सरकार के राजपत्रित प्रशिकारी है, उक्त अधिनियम के अधीन कर वसूली प्रशिकारी की शक्तियों का प्रयोग करने के लिए एतद्वारा प्राप्तिकृत करती है।

2. यह अधिसूचना 1 फरवरी, 1973 से प्रभृत होनी।

[सं० 277 (फा० सं० 404/364/72-प्राइ०टी०सी०सी०)]

एम० एन० नम्बियार, मंत्री सचिव

New Delhi, the 30th January, 1973

S. O. 784.—In exercise of the power conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby authorises Shri G.S. Dutta Choudhury who is a Gazetted officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from 1st February, 1973.

[No. 277, (F. No. 404/364/72-ITCC)
M.N. NAMBIAR Under Secy

नई दिल्ली, 7 फरवरी, 1973

का० आ० 785.—सर्वसाधारण को जानकारी के लिए एतद्वारा प्रधि-सूचित किया जाता है कि नीचे वर्णित संस्था को, वैज्ञानिक और प्रौद्योगिक अनुसंधान परिषद, विहित प्राधिकारी, द्वारा आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनों के लिए अनुमोदित किया गया है।

संस्था

दि इण्डियम इन्स्टिट्यूट आफ मैनेजमेंट, कलकत्ता

[सं० 288 (फा० सं० 203/44/71-प्राई०टी०ए-ii)]
टी० पी० सुनमुनवाला, उप सचिव

New Delhi, the 7th February, 1973.

S. O. 785.—It is hereby notified for general information that the institution mentioned below has been approved by Council of Scientific and Industrial Research, the

prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax, 1961.

INSTITUTION

The Indian Institute of Management Calcutta.

[No. 288(F. No. 203/44/71-ITA-II)]

T.P. JHUNJHUNWALA Deputy Secy.

नई दिल्ली, 2 मार्च, 1973

का० आ० 786.—बीमा अधिनियम, 1938 (1938 का 4) की धारा 27 की उपधारा (1) के खण्ड (य), जैसा कि वह भारत सरकार के वित्त मंत्रालय (आधिक कार्यविभाग) की तारीख 23 अगस्त, 1958 की अधिसूचना सं० सां० का० नि० 734 द्वारा भारतीय जीवन बीमा को लागू है, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इंडस्ट्रीयल ईंडियन इंस्टिट्यूट कारपोरेशन आफ ईंडिया लिमिटेड द्वारा 1973 में पुरोधूत आठ करोड़ रुपये के मूल्य के डिवेलपरों को उपरोक्त धारा के प्रयोजनों के लिये अनुमोदित विनियामों के रूप में इंवेस्टमेंट एतद्वारा घोषित करती है।

[फा० सं० 51(40)-बीमा-1/69-i)

New Delhi, the 2nd March, 1973

S. O. 786.—In exercise of the powers conferred by clause (q) of sub-section (1) of section 27A of the Insurance Act, 1938 (4 of 1938) as applied to the Life Insurance Corporation of India by the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No G.S.R. 734, dated the 23rd August, 1958, the Central Government hereby declares the debentures of the value of eight crores rupees issued in 1973 by the Industrial Credit and Investment Corporation of India Limited as approved investments for the purposes of the above section.

[F. No. 51(40)-INS.I/69-I]

का० आ० 787.—बीमा अधिनियम, 1938 (1938 का 4) की धारा 27-वा की उपधारा (1) के खण्ड (अ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, इंडस्ट्रीयल ईंडियन इंस्टिट्यूट कारपोरेशन आफ ईंडिया लिमिटेड द्वारा 1973 में पुरोधूत आठ करोड़ रुपये के मूल्य के डिवेलपरों को उपरोक्त धारा के प्रयोजनों के लिये अनुमोदित विनियामों के रूप में एतद्वारा घोषित करती है।

[फा० सं० 51(40)-बीमा-1/69-ii]

बी० ना० बागची, मंत्री सचिव

S. O. 787.—In exercise of the powers conferred by clause (j) of sub-section (1) of section 27B of the Insurance Act, 1938 (4 of 1938), the Central Government hereby declares the debentures of the value of eight crores rupees issued in 1973 by the Industrial Credit and Investment Corporation of India Limited as approved investments for the purposes of the above section.

[F. No. 51(40)-ins.1/69-II]

B.N. BAGCHI, Under Secy.

नई दिल्ली, 10 मार्च, 1973

का० आ० 788. मौलिक नियम के नियम 45 के प्रत्यावरण में, राष्ट्रपति, भारत सरकार के वित्त मंत्रालय (राजस्व और कम्पनी विधि विभाग) की अधिसूचना संख्या सा० का० नि० 1328, तारीख 8 सितम्बर, 1964 के साथ प्रकाशित राजस्व विभाग आवंटन नियम, 1964 में संशोधन करने के लिए निम्नलिखित नियम एतद्वारा बनाते हैं, प्रथमतः—

1. (1) इन नियमों का नाम राजस्व विभाग आवंटन (संशोधन) नियम, 1973 होगा।

(2) ये राजपत्र में प्रकाशन की तारीख से प्रवृत्त होंगे।

2. राजस्व विभाग आवंटन नियम, 1964 में, एस० आर० 317-पी-12 में, उपनियम (2) में सारणी में, मव (iv क) में "आवंटन के स्टेशन के भीतर स्थानान्तरण या प्रतिनियुक्ति" शब्दों के पश्चात् निम्नलिखित फोल्ड और शब्द अंतःस्थापित किए जाएंगे, प्रधार्ता:—

"(यह किसी ऐसे अधिकारी को लागू नहीं होगा जो एक ही स्टेशन के भीतर केन्द्रीय उत्पाद शुल्क और सीमाशुल्क बोर्ड या केन्द्रीय प्रत्यक्ष कर बोर्ड के एक संसाधन/प्रधीनस्थ कार्यालय से उसी बोर्ड के प्रधीन दूसरे कार्यालय में स्थानान्तरित किया जाता है)"

[फा० स० 187/41/72-ए० शी० 8]
दी० दत्त, प्रबन्ध सचिव ।

New Delhi, the 10th March, 1973

S.O. 789.—In pursuance of rule 45 of the Fundamental Rules, the President hereby makes the following rules to amend the Department of Revenue Allotment Rules, 1964 published with the notification of the Government of India, in the Ministry of Finance (Department of Revenue and Company Law) No. GSR 1328, dated the 8th September, 1964 namely:—

1. (1) These Rules may be called the Department of Revenue Allotment (Amendment) Rules, 1973.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Department of Revenue Allotment Rules, 1964, in S.R. 317-P-12, in sub-rule (2), in the Table in items (iv-A) after the words "allotment of the residence", the following brackets and words shall be inserted, namely:—

"(This shall not apply to an officer who is transferred within the same station from one attached/subordinate office of the Central Board of Excise and Customs or Central Board of Direct Taxes to another office under the same Board)".

[F. No. 187/41/72-Ad.VIII]
T. DUTT Under Secy.

प्राप्ति

नई दिल्ली, 17 मार्च, 1973

स्टाम्प

का० आ० 789.—भारतीय स्टाम्प प्रधिनियम, 1899 (1899 का 2) की धारा 9 को उपधारा (1) के बांड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उस शुल्क से, जो गुजरात राज्य वित्तीय निगम द्वारा जारी किए जाने वाले सङ्करण लाख रुपये के मूल्य के तत्वर्थ बंधप्राणों पर उन्हें प्रधिनियम के प्रधीन प्रभाव है, एतद्वारा घट देती है।

[स० 12/73/स्टाम्प-फा० स० 471/5/73-सी० शुल्क 7]

के० संकररामन, प्रबन्ध सचिव

ORDER

New Delhi, the 17th March, 1973.

STAMPS

S.O. 789.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamps Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the *ad-hoc* bonds to the value of sixty seven lakhs of rupees, to be issued by the Gujarat State Financial Corporation, are chargeable under the said Act.

[No. 12/73-Stamps/F.No.471/5/73-Cus. VII]

K. SANKARARAMAN, Under Secy.

Department of Banking

Reserve Bank Of India

Central Office

CORRIGENDA

Bombay, the 27th February, 1973.

S.O. 790—“In the Balance Sheet of the Reserve Bank of India as on 30th June 1970 published at Page 481 of part II section 3 (ii) of the Gazette of India issue dated 3rd February 1973 the figure against the head “Foreign Securities” on the assets side of the Balance Sheet should be read as 396,41,99,950.11 instead of 386,41,99,950.11.”

[Gen. No. 447/4-72/73]

S.O. 791.—In the statement of the Affairs of the R.B.I., Banking Department as on 12th January 1973 published at page 530 of part II section 3 (ii) of the Gazette of India issue dated 10th February 1973 the figures against the heads “Loans and advances to:—(ii) State Government” and “Loans, Advances and Investments from National Agricultural Credit (Long term Operations) Fund:—(a) Loans and Advances to:—(i) State Government” on the assets side of the statement should be read as 85,54,17,000 and 54,80,38,000 instead of 854,54,17,000 and 85,80,38,000 respectively.”

[Gen. No. 449/4-72/73]

C.D. DESHMUKH, Chief Accountant

बैंकिंग विभाग

नई दिल्ली, 8 मार्च, 1973

का० आ० 792.—कृषि पुनर्वित निगम प्रधिनियम 1963 (1963 का 10) की धारा 20, उपधारा (1) के बांड (क) के अनुसरण में केन्द्रीय सरकार, कृषि पुनर्वित निगम द्वारा 20 मार्च, 1973 से 22 मार्च, 1973 तक (वोनों दिन शामिल है) 12 वर्ष की परियोगता अधिक के लिए उपरोक्त धनराशी से 10 प्रतिशत तक अधिक प्राप्त अधिवालों को रुपये लेने के अधिकार सहित, सममूल्य पर जारी किये जाने वाले 10.00 करोड़ रुपये के बांडों पर देय ब्याज की दर एतद्वारा 5½ प्रतिशत (पौने छ: प्रतिशत) प्रतिवर्ष निर्धारित करती है।

[स० एफ० 14-5/72-कृषि-ऋण]
अमल कुमार दत्त, संयुक्त सचिव ।

New Delhi, the 8th March, 1970

S.O. 792.—In pursuance of clause (a) of sub-section (1) of section 20 of the Agricultural Refinance Corporation Act, 1963 (10 of 1963), the Central Government hereby fixes 5½% (Five and three-fourths per cent) per annum as the rate of interest payable on the bonds of Rs.10.00 crores to be issued at par from 20th March, 1973 to 22nd March, 1973 (both days inclusive) with the right to retain subscription received upto 10 per cent in excess of the said amount, with a maturity period of 12 years by the Agricultural Refinance Corporation.

[No. F. 14-5/73-AC]
A.K. DUTT Joint Secy.

रिजर्व बैंक भारत हिन्दी

नई विरसी, १ मार्च, १९७३

का०प्रा० 793.—रिजर्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में फरवरी 1973 की 23 तारीख को समाप्त हुए संताह के लिए लेखा
इश विभाग

वैयतारं	रुपये	रुपये	आस्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए नोट	13,23,57,000		सोमे का सिक्का और शुलियन		
संचालन में नोट	5073,26,58,000		(क) भारत में रखा हुआ	182,53,11,000	
जारी किये गये कुल नोट		5086,50,15,000	(ख) भारत के बाहर रखा	..	
			दुश्मा विदेशी प्रतिभूतियां	171,65,38,000	
			जोड़		354,18,49,000
			रुपये का सिक्का		12,96,95,000
			भारत सरकार की रुपया		
			प्रतिभूतियां		4719,34,71,000
			देशी विनियम चिल और		
			दूसरे बाणिज्य-पद्ध		
कुल वैयतारं		5086,50,15,000	कुल आस्तियां		5086,50,15,000

तारीख : 28 फरवरी 1973

23 फरवरी 1973 को रिजर्व बैंक भारत इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

एस० जगन्नाथन, गवर्नर

वेयताएं	रुपये	आस्तियां	रुपये
चक्रता पूँजी	5,00,00,000	नोट	13,23,57,000
प्राप्तवित निधि	150,00,00,000	रुपये का सिक्का	2,97,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि	209,00,00,000	लोटा सिक्का	3,56,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि	45,00,00,000	ज्ञारीदे और भुनाये गये बिल (क) वेपी	9,45,20,000
राष्ट्रीय ग्रोशोगिक ऋण (दीर्घकालीन क्रियाएं) निधि	175,00,00,000	(ख) विदेशी (ग) सरकारी खजाना बिल विवेशों में रखा हुआ बकाया*	174,37,29,000 192,43,75,000
जमाराशियां—		निवेश**	
(क) सरकारी		ऋण और अप्रिम:—	357,52,59,000
(i) केन्द्रीय सरकार	55,86,27,000	(i) केन्द्रीय सरकार को	
(ii) राज्य सरकारें	7,29,15,000	(ii) राज्य सरकारों को	90,83,90,000
(ख) बैंक		ऋण और अप्रिम:—	
(i) अनुसूचित वाणिज्य बैंक	295,34,56,000	(i) अनुसूचित वाणिज्य बैंकों को	126,27,15,000
(ii) अनुसूचित राज्य सहकारी बैंक	15,91,96,000	(ii) राज्य सहकारी बैंकों को	297,03,51,000
(iii) ग्रेर अनुसूचित राज्य सहकारी बैंक	1,03,71,000	(iii) दूसरों को	2,85,27,000
(iv) अन्य बैंक	33,31,000		
		राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से	
		ऋण, अप्रिम और निवेश	
		(क) ऋण, और अप्रिम:—	
		(i) राज्य सरकारों को	54,53,55,000
		(ii) राज्य सहकारी बैंकों को	23,48,61,000
		(iii) केन्द्रीय भूमिकन्धक बैंकों को	
		(iv) कृषि पुनर्वस्त नियम को	10,00,00,000
		(ख) केन्द्रीय भूमिकन्धक बैंकों के डिवेचरों में निवेश	11,23,92,000
(ग) अन्य	75,87,43,000	राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अप्रिम	
देय बिल	83,90,67,000	राज्य सहकारी बैंकों को ऋण और अप्रिम	29,39,58,000
अन्य देयताएं	415,66,39,000	राष्ट्रीय ग्रोशोगिक ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अप्रिम और निवेश	93,26,94,000
		(क) विकास बैंक को ऋण और अप्रिम	
		(ख) विकास बैंक द्वारा जारी किये गये बोर्ड/ डिवेचरों में निवेश	
		अन्य आस्तियां	49,22,09,000

*तकरी, भाष्यधिक जमा श्रीर अल्पकालोन प्रतिभूतियां शामिल हैं।

**राष्ट्रीय कृषि अड्डण (दीर्घकालीन क्रियाएं) निधि प्रारंभ राष्ट्रीय ग्रीष्मेशिक अड्डण (दीर्घकालीन क्रियाएं) निधि में से किये गये निवेश आमिल नहीं हैं।

प्रामिल है। इसके बाद भूमिका अधिनियम की धारा 17 (4) (ग) के प्रधीन अनुसूचित आणिज्य वैकों को भीयादी विलोंपर भग्नि दिये गये 27,00,00,000

स्थिर अण (स्थिरकालीन क्रियाएं) निश्च प्रौर ग्राहीय क्रिय अण (स्थिरीकरण) निश्च से प्रदत्त क्षण प्रौर अधिम प्राप्ति नहीं है।

—मित्र २० अप्रैल १८७३

पासू अगलाधन गवर्नर

[सू. फा०/(1)/२३-शी० श्री० १]

RESERVE BANK OF INDIA

New Delhi, the 1st March, 1973

S.O. 793.—An account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 23rd day of February, 1973

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department	13,23,57,000		Gold Coin and Bullion :—		
Notes in circulation	5073,26,58,000		(a) Held in India	182,53,11,000	
			(b) Held outside India	..	
Total Notes issued		5086,50,15,000	Foreign Securities	171,65,38,000	
			Total Rupee Coin	354,18,49,000	
			Government of India Rupee Securities	12,96,95,000	
			Internal Bills of Exchange and other paper	4719,34,71,000	
Total Liabilities		5086,50,15,000	Total Assets		5086,50,15,000

Dated the 28th day of February, 1973.

S. JAGANNATHAN, Governor.

Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 23rd of February, 1973

Liabilities	Rs.	Assets	Rs.
Capital Paid Up	5,00,00,000	Notes	13,23,57,000
Reserve Fund	150,00,00,000	Rupee Coin	2,97,000
National Agricultural Credit (Long Term Operations) Fund	209,00,00,000	Small Coin	3,56,000
National Agricultural Credit (Stabilisation) Fund	45,00,00,000	Bills Purchased and Discounted :—	
National Industrial Credit (Long Term Operations) Fund	175,00,00,000	(a) Internal	9,45,20,000
Deposits :—		(b) External	
(a) Government		(c) Government Treasury Bills	174,37,29,000
(i) Central Government	55,86,27,000	Balance held Abroad*	192,4375,000
(ii) State Governments	7,29,15,000	Investments**	357,52,59,000
(b) Banks		Loans and Advances to :—	
(i) Scheduled Commercial Banks	295,34,56,000	(i) Central Government	90,83,90,000
(ii) Scheduled State Co-operative Banks	15,91,96,000	Loans and Advances to :—	
(iii) Non-Scheduled State Co-operative Banks	1,03,71,000	(i) Scheduled Commercial Banks†	126,27,15,000
(iv) Other Banks	33,31,000	(ii) State Co-operative Banks††	297,03,51,000
(c) Others	75,87,43,000	(iii) Others	2,85,27,000
Bills Payable	83,90,67,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
Other Liabilities	415,66,39,000	(a) Loans and Advances to :—	
		(i) State Governments	54,53,55,000
		(ii) State Co-operative Banks	23,48,61,000
		(iii) Central Land Mortgage Banks	
		(iv) Agricultural Refinance Corporation	10,00,00,000
		(b) Investment in Central Land Mortgage Bank Debentures Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		Loans and Advances to State Co-operative Banks Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	11,23,92,000
		(a) Loans and Advances to the Development Bank	
		(b) Investment in bonds/debentures issued by the Development Bank	29,39,58,000
		Other Assets	93,26,94,000
Ruppes	1535,23,45,000	Ruppes	1535,23,45,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 27,00,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated, the 28th day of February, 1973.

S. JAGANNATHAN, Governor

[No. F.1(1)/73-BO.I]

नई दिल्ली, 8 मार्च 1973

कानून 794—रिजर्व बैंक ग्राफ इंडिया अधिनियम 1934 के अनुसरण में मार्च 1973 की 2 तारीख को समाप्त हुए सप्ताह के लिए लेखा
इति विभाग

देयताएँ	रुपये	रुपये	आस्तियाँ	रुपये	रुपये
बैंकिंग विभाग में रखे हुए नोट	2,486,94,000		सोने का सिक्का और दुलियाः—		
संचलन में नोट	51,58,42,81,000		(क) भारत में रखा हुआ	182,53,11,000	
जारी किये गये कुल नोट		5183,29,75,000	(ख) भारत के बाहर रखा हुआ		
			विवेशों प्रतिभूतियाँ	171,65,38,000	
			जोड़		354,18,49,000
			रुपये का सिक्का		9,77,20,000
			भारत सरकार की रुपया प्रतिभूतियाँ		4819,34,06,000
			देशी विनियम बिल और दूसरे बोनिय-		
			पत्र		
कुल देयताएँ		5183,29,75,000	कुल आस्तियाँ		5183,29,75,000

तारीख : 7 मार्च, 1973

एस० जगन्नाथन, गवर्नर

2 मार्च 1973 को रिजर्व बैंक ग्राफ इंडिया के बैंकिंग विभाग के कार्यालय का विवरण

देयताएँ	रुपये	आस्तियाँ	रुपये
चुकता पूँजी	5,00,00,000	नोट	24,86,94,000
आरक्षित निधि	150,00,00,000	रुपये का सिक्का	5,34,000
राष्ट्रीय कृषि ऋणः—		छोटा सिक्का	3,34,000
(दीर्घकालीन क्रियाएँ) निधि	209,00,00,000	बारीदे और भुनाये गये बिलः—	
राष्ट्रीय कृषि ऋणः—		(क) देशी	10,20,21,000
(स्थरीकरण) निधि	45,00,00,000	(ख) देशी	
राष्ट्रीय शौद्धोगिक ऋणः—		(ग) सरकारी खजाना बिल	106,52,89,000
(दीर्घकालीन क्रियाएँ) निधि	175,00,00,000	विवेशों में रखा हुआ बकाया*	190,05,41,000
जमा राशियाँः—		विवेश**	373,65,06,000
(क) सरकारी		ऋण और अप्रिमः—	
(i) केन्द्रीय सरकार	50,63,38,000	(i) केन्द्रीय सरकार को	
(ii) राज्य सरकारें	13,93,65,000	(ii) राज्य सरकारों को†	112,46,58,000
(ख) बैंक		ऋण और अप्रिमः—	
(i) अनुसूचित वाणिज्य बैंक	268,89,26,000	(i) अनुसूचित वाणिज्य बैंकों को	152,23,50,000
(ii) अनुसूचित राज्य सहकारी बैंक	16,20,19,000	(ii) राज्य सहकारी बैंकों को@@	299,36,60,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक	93,02,000	(iii) दूसरों को	4,55,77,000
(iv) अन्य बैंक	40,37,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि से ऋण,	
(ग) अन्य	75,65,83,000	अप्रिम और निवेश	
देय बिल	117,15,02,000	(क) ऋण और अप्रिमः—	
अन्य देयताएँ	421,92,39,000	(i) राज्य सरकारों को	54,52,28,000
		(ii) राज्य सहकारी बैंकों को	23,25,85,000
		(iii) केन्द्रीय भूमिक्षणक बैंकों को	
		(iv) कृषि पुनर्वात्सव निगम को	13,00,00,000
		(ख) केन्द्रीय भूमिक्षणक बैंकों के डिवेंचरों में निवेश	11,23,92,000
		राष्ट्रीय कृषि ऋण (स्थरीकरण) निधि से ऋण और अप्रिम	
		राज्य सहकारी बैंकों को ऋण और अप्रिम	29,10,62,000
		राष्ट्रीय शौद्धोगिक ऋण (दीर्घकालीन क्रियाएँ) निधि से	
		ऋण, अप्रिम और निवेशः—	
		(क) विकास बैंक को ऋण और अप्रिम	93,63,29,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिवेंचरों में	
		निवेश	
		अन्य आस्तियाँ	50,90,51,000
रुपये	1549,73,11,000	रुपये	1549,73,11,000

*नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियाँ शामिल हैं।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि और राष्ट्रीय शौद्धोगिक ऋण (दीर्घकालीन क्रियाएँ) निधि में से किये गये निवेश शामिल नहीं हैं।

†राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि से प्रदत्त ऋण और अप्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओरडरुप्राप्त शामिल हैं।

††रिजर्व बैंक ग्राफ इंडिया अधिनियम की धारा 17(4)(ग) के अधीन अनुसूचित वाणिज्य बैंकों को मीयादी बिलों पर अप्रिम दिये गये 24,70,00,000/- रुपये शामिल हैं।

‡राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएँ) निधि और राष्ट्रीय कृषि ऋण (स्थरीकरण) निधि से प्रदत्त ऋण और अप्रिम शामिल नहीं हैं।

तारीख 7 मार्च, 1973

एस० जगन्नाथन, गवर्नर

[स० एफ० 1 (1)/73-बी० ओ० I]

व० व० मीरखनदानी, अवर सचिव,

New Delhi, the 8th March, 1973

**S. O. 794.—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934, for the week ended the 2nd day of March 1973
ISSUE DEPARTMENT**

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department	24,86,94,000		Gold Coin and Bullion:		
Notes in circulation	5158,42,81,000	5183,29,75,000	(a) Held in India	182,53,11,000	
Total Notes issued			(b) Held outside India		171,65,38,000
			Foreign Securities		
			TOTAL	354,18,49,000	
			Rupee Coin	9,77,20,000	
			Government of India Rupee		
			Securities	4819,34,06,000	
			Internal Bills of Exchange and other commercial paper		
Total Liabilities		5183,29,75,000	Total Assets		5183,29,75,000

Dated the 7th day of March 1973.

S. JAGANNATHAN, Governor

Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 2nd March 1973

Liabilities	Rs.	Assets	Rs.
Capital Paid Up	5,00,00,000	Notes	24,86,94,000
Reserve Fund	150,00,00,000	Rupee Coin	5,34,000
National Agricultural Credit (Long Term Operations) Fund	209,00,00,000	Small Coin	3,34,000
National Agricultural Credit (Stabilisation) Fund	45,00,00,000	Bills Purchased and Discounted:	
National Industrial Credit (Long Term Operations) Fund	175,00,00,000	(a) Internal	10,20,21,000
Deposits:		(b) External	
(a) Government		(c) Government Treasury Bills	106,52,89,000
(i) Central Government	50,63,38,000	Balances Held Abroad*	190,05,41,000
(ii) State Governments	13,93,65,000	Investments**	373,65,06,000
(b) Banks		Loans and Advances to:	
(i) Scheduled Commercial Banks	268,89,26,000	(i) Central Government	
(ii) Scheduled State Co-operative Banks	16,20,19,000	(ii) State Governments@	112,46,58,000
(iii) Non-Scheduled State Co-operative Banks	93,02,000	Loans and Advances to:	
(iv) Other Banks	40,37,000	(i) Scheduled Commercial Banks†	152,23,50,000
(c) Others	75,65,83,000	(ii) State Co-operative Banks‡	299,36,60,000
Bills Payable	117,15,02,000	(iii) Others	4,55,77,000
Other Liabilities	421,92,39,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
Rupees	1549,73,11,000	(a) Loans and Advances to:	
		(i) State Governments	54,52,28,000
		(ii) State Co-operative Banks	23,25,85,000
		(iii) Central Land Mortgage Banks	
		(iv) Agricultural Refinance Corporation	13,00,00,000
		(b) Investment in Central Land Mortgage Bank Debentures	11,23,92,000
		Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		(a) Loans and Advances to State Co-operative Banks	29,10,62,000
		(b) Investment in bonds/debentures issued by the Development Bank	93,68,29,000
		Other Assets	50,90,51,000
		Rupees	1549,73,11,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investment from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 24,70,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

‡Excluding loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 7th day of March 1973.

S. JAGANNATHAN, Governor

[No. F. 1(I)/73-BO.I]

C.W. MIRCHANDANI, Under Secy.

आवेदन

नई दिल्ली, 2 मार्च, 1973

का० आ० 795.—राज्य-सहयोगित बैंक (विविध उपबन्ध) अधिनियम, 1962 (1962 के 56वें अधिनियम) की धारा 5 की उपधारा (1) के अंडे (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारत सरकार, वित्त मंत्रालय (आर्थिक कार्य विभाग) की 25 सितम्बर, 1964 की अधिसूचना संख्या एफ० 4/19/64-एस० शी० के, भारत सरकार के वित्त मंत्रालय (आर्थिक कार्य विभाग) की 22 जुलाई, 1969 की अधिसूचना संख्या 4/17/69-एस० शी० द्वारा संशोधित रूप में एतद्वारा निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में “उपमण्डल अधिकारी, धोलपुर” शब्दों के स्थान पर “भपर जिलाधीश और अपर जिला मणिस्ट्रेट, धोलपुर” शब्द रखे जाएंगे।

2. यह आदेश 18 मितम्बर, 1970 से लागू हुए समझे जाएंगे।

[सं० एफ० 17(14)-बी० आ० 111/72]

ORDER

New Delhi, the 2nd March, 1973.

S.O.795.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 5 of the State-Associated Banks (Miscellaneous Provisions) Act, 1962 (56 of 1962) the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. F. 4/19/64-SB, dated the 25th September, 1964 as amended by the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. F. 4/17/69-SB, dated the 22nd July, 1969 namely:—

In the said notification, for the words “the Sub-Divisional Officer, Dholpur”, the words “the Additional Collector and Additional District Magistrate, Dholpur” shall be substituted.

2. This order shall be deemed to have come into force on the 18th day of September, 1970.

[No. F. 17(14)-B.O. III/72]

नई दिल्ली, 8 मार्च, 1973

का० आ० 796.—बैंककारी विभाग मन अधिनियम, 1949 (1949 का 10) की धारा 53 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषित करती है कि उक्त अधिनियम की तीसरी अनुसूची के फार्म 'क' से संलग्न टिप्पणी (च) के उपबन्ध आगे बढ़ाई गई संस्थाओं के 31 विसम्बर, 1972 तक के तलपट के रांबंध में लागू नहीं होगी:—भारतीय स्टेट बैंक, उक्त अधिनियम की धारा 51 के अन्तर्गत अधिसूचित कोई बैंकिंग संस्था, बैंककारी कम्पनी (उपक्रमों का अर्जन और अन्तरण) अधिनियम, 1970 की धारा 3 के अधीन गठित तदनुसूच नये बैंक तथा कोई ऐसी बैंककारी कम्पनी जो, उक्त फार्म के सम्पत्ति और परिसम्पत्ति आते की मद 4 के उप-शीर्षक (ii), (iii), (iv) और (v) में से किसी एक के सामने भीतरी स्तम्भ में दिखाये गये मूल्य के उप-शीर्षक के अन्तर्गत किये गये निवेशों के बाजार मूल्य से बढ़ जाने पर उस उप-शीर्षक के अन्तर्गत किये जाने वाले निवेशों के बाजार मूल्य को अलग से कोष्ठकों में दिखाये।

[सं० एफ० 15(1)-बी० सी०/72]

प्रेम कुमार, प्रब्रत सचिव

New Delhi, the 8th March, 1973

S. O. 796.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to Form 'A' in the Third Schedule to the said Act shall not apply in respect of the balance sheet as at the 31st December 1972 to the State Bank of India, any banking institution notified under section 51 of the said Act, the corresponding new banks constituted under section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, and any banking company which, when the value shown in the inner column against any of the sub-heads (ii), (iii), (iv) and (v) of item 4 of the Property and Assets side of the said Form exceeds the market value of the investments under that sub-head, shows separately within brackets the market value of the investments under that sub-head.

[No. F. 15(1)-B.C./72]
PREM KUMAR, Under Secy.

(Department of Expenditure)

New Delhi, the 19th February, 1973

S.O. 797.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor General of India in respect of persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the Contributory Provident Fund Rules (India), 1962, namely—

1. (1) These rules may be called the Contributory Provident Fund (India) First (Amendment) Rules, 1973.
(2) They shall come into force on the date of their publication in the Official Gazette.
2. In the Contributory Provident Fund Rules (India), 1962:—
 - A—in sub-rule (1) of rule 13—
 - (i) in clause (a) after the word "subscriber" the words "and members of his family" shall be inserted;
 - (ii) in clause (b) after the word "subscriber" the words "and members of his family" shall be inserted;
 - B—in sub-rule (1) of rules 16, in clause (c) after the word "subscriber" the words "and members of his family" shall be inserted.

[No. F. 13(14)-E.V.(B)/72]

S.O. 798.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor General of India in respect of persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—

1. (1) These rules may be called the General Provident Fund (Central Services) Second (Amendment) Rules, 1973.
(2) They shall come into force on the date of their publication in the Official Gazette.
2. In the General Provident Fund (Central Services) Rules, 1960:—
 - A—in sub-rule (1) of rule 12—
 - (i) in clause (a), after the word "subscriber" the words "and members of his family" shall be inserted;
 - (ii) in clause (b), after the word "subscriber" the words "and members of his family" shall be inserted;
 - B—in sub-rule (1) of rule 15 in clause (c), after the word "subscriber" the words "and members of his family" shall be inserted.

[No. F. 13(14)-E.V.(B)/72]

New Delhi, the 22nd February, 1973

S.O. 799.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor-General of India in respect of persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—

1. (1) These rules may be called the General Provident Fund (Central Services) Third Amendment Rules, 1973.
- (2) They shall come into force on the date of their publication in the Official Gazette.
2. In the General Provident Fund (Central Services) Rules, 1960, in the proviso to rule 32, for the words "the whole or part of any amount", the words "the amount" shall be substituted.

[No. 37 (4)-E.V./70.]

S.O. 800.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and of all other powers enabling him in this behalf, the President, after consultation with the Comptroller and Auditor-General of India in respect of persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the Contributory Provident Fund Rules (India), 1962, namely:—

1. (1) These rules may be called the Contributory Provident Fund (India) Second Amendment Rules, 1973.
- (2) They shall come into force on the date of their publication in the Official Gazette.
2. In the proviso to rule 34 of the Contributory Provident Fund Rules (India), 1962, for the words "if required to do so by Government, repay to the Fund, for credit to his account, the whole or part of any amount paid to him", the words "except where the Government decides otherwise, repay to the Fund, for credit to his account, the amount paid to him" shall be substituted.

[No. 37 (4)-E.V./70]

New Delhi, the 28th February, 1973

S.O. 801.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and, after consultation with the Comptroller and Auditor-General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules, namely:—

1. (1) These rules may be called the Central Civil Services (Pension) (Amendment) Rules, 1973.
- (2) They shall come into force on the date of their publication in the Official Gazette.
3. In the Central Civil Services (Pension) Rules, 1972, in clause (g) of sub-rule (1) of rule 3, for the words "of a State" the words "the Consolidated Fund of a State or the Consolidated Fund of a Union territory" shall be substituted.

[No. 19(3)-EV(A)/73]

S.S.L. MALHOTRA, Under Secy.

केन्द्रीय उत्पाद शुल्क समाहरण, कानपुर

कानपुर, 20 जनवरी, 1973

का० आ० 802.—केन्द्रीय उत्पाद शुल्क नियम, 1944 के नियम 173-जी के उपनियम (4) द्वारा प्रवत्त शक्तियों के प्रयोग में मैं एतदद्वारा भिन्ना बन छली तथा तैयार किये गये या परिरक्षित खाद्य पदार्थों की अन्य मदों के

लिये धातु-धाधान पदार्थों (मेटल काल्टेनर्स) को कच्ची सामग्री के रूप में नियम करता है।

[सं० 2/73]

बन्वे हसन जैदी, प्रधानक (प्राविं)

CENTRAL EXCISE COLLECTORATE, KANPUR

Kanpur, the 20th January, 1973

S.O. 802.—In exercise of the powers conferred on me by sub rule (4) of Rule 173-G of the Central Excise Rules, 1944, I hereby prescribe "Metal containers" as raw material for canned fish and other items of P or P Foods.

[No. 2/73]

B.H. ZAIDI, Supdt.(T.1)

कानपुर, 2 फरवरी, 1973

का० आ० 803.—केन्द्रीय उत्पाद शुल्क नियमों 1944 के नियम 5 के प्रधीन प्रवत्त शक्तियों का प्रयोग करते हुए मैं एतदद्वारा अनुबद्ध सारिणी के स्तम्भ 2 में विनियिष्ट केन्द्रीय उत्पाद शुल्क के अधिकारियों को उत्तर के प्रपत्ते क्षेत्राधिकार में तथा उक्त नियमों के अध्याय VII-A के उपबन्धों के प्रधीन निर्धारितियों के विषय में उक्त सारिणी के स्तम्भ 3 में उल्लिखित परिसीमा के प्रधीन स्तम्भ 1 में नियमित के ०७०४० नियमों के अन्तर्गत "समाहर्ता" की शक्तियों के प्रयोग करने का अधिकार देता हूँ।

केन्द्रीय उत्पाद शुल्क नियम	अधिकारी की श्रेणी	परिसीमायें, यदि कोई हों
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नियम 173-एल	सहायक समाहर्ता केन्द्रीय उत्पाद शुल्क	नियम 173-एल ० में शर्तों के प्रधीन कारखाने को लौटाये हुये माल पर इयूटी की आपसी करता।
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[सं० 3/73]

ज्योतिर्मय दल, समाहर्ता

S.O. 803.—In exercise of the powers conferred under Rule 5 of the C.E.Rules, 1944, I hereby empower the C.E. Officers specified in Column 2 of the eSub-joined table to exercise within their jurisdiction and in relation to the assesses governed by the provisions of chapter VII-A of the said Rules, the powers of the "Collector" under the i.C.E.Rules numerated in column I thereof subject to the limitations set out in column 3 of the said table.

Central Excise Rules	Rank of the Officer	Limitations, if any
Rules 173-L	Asstt. Collector Central Excise	To refund duty on goods returned to fa- ctory subject to the conditions prescribed in Rules 173-L.

[No. 3/73]

J. DATTA, Collector

ज्योतिर्मय समाहर्ता

(मृध्य नियंत्रक, ज्योतिर्मय का कार्यालय)

प्रबोध

नई दिल्ली, 22 फरवरी, 1973

का० आ० 804.—सर्वश्री तिरपुर पेपर मिल्स, लि० सिरपुर कागज नगर, ग्रान्ड प्रवेश को सामान्य मुद्रा क्षेत्र से 75000 रुपये सूल्य के कालिन्तु पुर्जों के आयात के लिये एक आयात लाइसेंस सं०पी०डी०/2181942-सी०एस०एस०/38०ए०/31-32/पेर दिनांक 26-3-1971 प्रदान किया गया था। उन्होंने लाइसेंस की सीमाशुल्क निकासी प्रति की अनुसंधान जारी करने के लिये इस आधार पर

आवेदन किया है कि मूल सीमाशुल्क निकासी प्रति खो गई/प्रस्थानस्थ हो गई है। लाइसेंस धारी द्वारा यह भी सूचना दी गई है कि लाइसेंस पर 38,686 रुपये का उपयोग करना चाही था। लाइसेंस सीमाशुल्क कार्यालय बम्बई में पंजीकृत कराया था।

2. अपने तरफ के समर्थन में आवेदकों ने एक शपथ पत्र दाखिल किया है। निम्न हस्ताक्षरी संतुष्ट है कि लाइसेंस सं.पी./टी/2181942 दिनांक 26-3-1971 की मूल सीमाशुल्क निकासी प्रति खो गई/प्रस्थानस्थ हो गई है और निवेश देता है कि इस की अनुलिपि आवेदकों को जारी की जानी चाहिये। मूल सीमाशुल्क निकासी प्रति रद्द की जाती है।

सीमाशुल्क निकासी प्रति की अनुलिपि श्रलग से जारी की जा रही है।

[सं पेपर /64/4/70-71/आर एम-2]

एस० एम० प्रभ्रवाल, उप-मुख्य नियंत्रक,
कुते मुख्य नियंत्रक, आयात-नियर्यात

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports and Exports,)

ORDER

New Delhi, the 22nd February, 1973

S. O. 804—M/s. Sirpur Paper Mills Ltd., Sirpur-Kaghaznagar, A.P. were granted import licence No.P/D/2181942/C/XX/38/H/31-32/Paper dated 26-3-1971 from G.C.A. for import of Spare Parts valued at Rs. 75,000/- They have requested for the issue of duplicate Customs Purposes Copy of the licence on the ground that the original Customs Purposes Copy of licence has been lost/misplaced. It has been further reported by the licensee that the licence had an unutilised balance of Rs. 38,686/- The licence was registered with Bombay Custom Office.

2. In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that the original Customs Purposes Copy of the licence No.P/D/2181942 dated 26-3-1971 has been lost/misplaced and directs that a duplicate Customs Purposes Copy of the said licence should be issued to them. The original Customs Purposes Copy is cancelled.

The duplicate Customs Purposes Copy is being issued separately.

[F. No. Papor/64/4/70-71/R.M.-II]

S. M. AGGARWAL, Dy. Chief Controller,
For Chief Controller of Imports & Export
आवेदन

नई दिल्ली, 26 फरवरी, 1973

का० आ० 805.—दि स्टेट ट्रेडिंग कार्पोरेशन आफ इंडिया निः, नई दिल्ली को सामान्य मुद्रा रूपये मूल्य के कार्यों लाइट के आयात के लिए लाइसेंस संख्या जी०/टी/2384505, दिनांक 19-8-1970 प्रबान किया गया था। उन्होंने उपर्युक्त लाइसेंस की सीमाशुल्क निकासी प्रति की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि उपर्युक्त लाइसेंस उनसे खो गया है। लाइसेंसधारी द्वारा यह भी उल्लेख किया गया है कि लाइसेंस कलकत्ता पत्रन पर पंजीकृत कराया गया है।

अपने तरफ के समर्थन में आवेदक ने एक शपथ-पत्र दाखिल किया है। निम्नहस्ताक्षरी संतुष्ट है कि लाइसेंस संख्या जी०/टी/2384505, दिनांक 21-8-1970 की मूल सीमाशुल्क निकासी प्रति खो गई है और निवेश देता है कि उक्त लाइसेंस की सीमाशुल्क निकासी प्रति की अनुलिपि उनको जारी की जाए। लाइसेंस की सीमाशुल्क निकासी प्रति एतद्वारा रद्द की जाती है।

लाइसेंस संख्या जी०/टी/2384505, दिनांक 21-8-70 की सीमाशुल्क निकासी प्रति की अनुलिपि श्रलग से जारी की जा रही है।

[सं० एस० टी० सी०/मिस्क-205/70-71/आर एम सेल/455]

सरदूल सिंह, उप-मुख्य नियंत्रक, आयात-नियर्यात

ORDER

New Delhi, the 26th, February, 1973.

S. O. 805.—The State Trading Corporation of India Ltd., New Delhi were granted licence No.G/T/2384505 dated 21-8-1970 for the import of Cryolite from G.C.A to the value of Rs. 41,46,000/- They have requested for the issue of duplicate Customs Copy of the above licence on the ground that the original Customs Copy of the above licence has been lost by them. It has been further reported by the licensee that the licence has been registered with Calcutta Port.

In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that the original Customs Copy of the licence No. G/T/2384505 dated 21-8-1970 has been lost and direct that duplicate Customs Copy of the said licence should be issued to them. The original Customs Copy of the licence is hereby cancelled.

The duplicate Customs Copy of the licence No. G/T/2384505 dated 21-8-70 is being issued separately.

[File No. STC/Misc-205/70-71/R.M.Cell/455]

SARDUL SINGH, Chief Controller

(संयुक्त मुख्य नियंत्रक, आयात-नियर्यात का कार्यालय मद्रास)

आवेदन

मद्रास 24 जनवरी, 1973

विवर—लाइसेंस सं.पी०/एस०/1780137, दिनांक 8-3-72 की सीमाशुल्क कार्य संबंधी प्रति को रद्द करता।

का० आ० 806.—संबंधी बारी परपूर्यमी बस्से, 44, सेम्बूवास स्टीट, मद्रास-1, को अप्रैल/मार्च 1972 अवधि के लिए सुगंध रसायनों, प्राकृतिक सुगन्धित तेल तथा रेजिनायास मदों के आयात के लिए 5354 रु का एक लाइसेंस प्राथमिकता प्राप्त (निर्यात करने वाले एक) द्वितीय लाइसेंस सं.पी०/एस०/1780137/ सी०/एक्व एस०/42/एम०/33-34, दिनांक 8-3-72 स्वीकृत किया गया था। वह ने उपर्युक्त लाइसेंस की अनुलिपि सीमाशुल्क कार्य संबंधी प्रति के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस किया गया था। लाइसेंसधारी द्वारा यह भी उल्लेख किया गया है कि लाइसेंस कलकत्ता पत्रन पर पंजीकृत कराया गया है। इस तरफ के समर्थन में उन्होंने एक शपथ पत्र दाखिल किया है।

मैं संतुष्ट हूँ कि मूल लाइसेंस की सीमाशुल्क कार्य संबंधी प्रति खो गई है और आवेदक को उसी की अनुलिपि प्रति जारी की जानी चाहिए।

विषयालीन लाइसेंस की मूल सीमाशुल्क कार्य संबंधी प्रति एतद्वारा रद्द की जाती है।

[सं० अगर/79/ए एम-72/एस एस आई-1/3598]

एस० एफ० आर०, विजयी उप-मुख्य नियंत्रक,
कुते संयुक्त मुख्य नियंत्रक, आयात-नियर्यात

(Office of the Joint Chief Controller of Import and Exports, Madras)

Madras, the 24th January, 1973

ORDER

Sub:—Cancellation of Customs Purposes copy of licence bearing No. P/S/1780137/dated 8-3-72.

S.O. 806.—M/s. Barce Perfumery Works, 44, Sembdoss Street, Madras-1, were issued a licence Priority (Exporting Unit) 2nd licence bearing No. P/S/1780137/C/XX/42/M/33.34 dated 8-3-72 for Rs. 5354/- for April/March 1972 period for import of the items Aromatic Chemicals, Natural Essential Oils and Resinoids. The firm has applied for issue of the duplicate Customs purposes copy only on the ground that the original licence has been misplaced without having been utilised at all. In support of this contention, they have filed an affidavit.

I am satisfied that the Customs purposes copy of the original licence has been lost and a duplicate of the same may be issued to this firm.

The original Customs purposes copy of the licence in question is hereby cancelled.

[No. Agar /79/AM.72/SSI.I/3598]

M.F.R. BIJLI, Dy. Chief Controller
for Joint Chief Controller of Imports and Exports.

(संयुक्त मर्यादित आयात-विवरण का कार्यालय, नई दिल्ली)

आवेदन

नई दिल्ली 8 दिसम्बर, 1972

का०ग्रा० 807:—सर्वथी हिन्दुस्तान प्रोडक्ट्स लि०, पंजाबी एसिया, पटियाला की 1969-70 की रेड बुक वा० 2 के ए०-75.7 के सामने कालम 4 की भर्तों के आयात के लिये 27065 रुपये मूल्य के लिये एक आयात लाइसेंस सं० पी०/एल०/2620846/सी०/एस/39/डी०/31.32 दिनांक 30-4-71 प्रदान किया गया था। पंजीकृत नियर्तिकों ने आयात व्यापार नियंत्रण नियम तंत्र क्रिया विधि हैड बुक 1972-73 के परिविष्ट 8 के मायथ पढ़ी जाने वाली कंडिका 318 में यथा अधिकृत एक शपथ पह दाखिल किया है जिसमें उन्होंने उल्लेख किया है कि 27065 रुपये मूल्य के लाइसेंस संख्या पी०/एल०/2620846/सी०/एस/39/डी०/31.32 दिनांक 30-4-71 की दोनों प्रतियां प्रथात् सीमाशुल्क निकासी प्रति और मुद्रा विनिमय नियंत्रण प्रति बिल्कुल उपयोग किये जिना खो गई/प्रस्थानस्थ हो गई है।

2. मैं संतुष्ट हूँ कि उक्त लाइसेंस की सीमाशुल्क निकासी प्रति और मुद्रा विनिमय नियंत्रण दोनों मूल प्रतियां खो गई/प्रस्थानस्थ हो गई हैं।

3. प्रदूश्यतन तथा संशोधित, आयात (नियंत्रण) आदेय, 1955, दिनांक 7-12-1955 की धारा 9(सी सी) में प्रदत्त प्रधिकारों का प्रयोग करते हुए उक्त लाइसेंस सं०पी०/एल०/2620846/सी०/एस/39/डी०/31.32 दिनांक 30-4-1971 (सीमाशुल्क निकासी प्रति और मुद्रा विनिमय नियंत्रण प्रति) को एतद् व्यापार रह किया जाता है।

अब आवेदक को आयात व्यापार नियंत्रण नियम तथा क्रियाविधि, हैड बुक, 1972-73 की कंडिका 318(4) की व्यवस्था के प्रतुसार इस लाइसेंस की सीमाशुल्क निकासी प्रति और मुद्रा विनिमय नियंत्रण प्रति दोनों की प्रतुसिपियां अलग से जारी की जा ही हैं।

[सं० इंजी० 29/जै०एम० 70/एस०सी० 1/सी०एल० ८०]

ए०प्र० ८०८० भल्ला, उप-मुख्य नियंत्रण,
कृते संयुक्त मुख्य नियंत्रण, आयात-विवरण

(OFFICE OF THE JOINT CHIEF CONTROLLER OF
IMPORTS AND EXPORTS, NEW DELHI)

CANCELLATION ORDER

New Delhi, the 8th December, 1972

S.O. 807.—M/s. Hindustan Wire Products Ltd., Factory Area, Patiala were granted an import licence No. P/L/2620846/C/XX/39/D/31-32 dated 30-4-71 for Rs. 27065/- for import of Column. 4 items against A. 75.7 of Volume-II of Red Book 1969-70. The Registered Exporter have filed an affidavit as required under para 318 read with appendix 8 of Import Trade Control Hand Book of Rules & Procedure 1972-73 wherein they have stated that both copies of i.e. Customs purposes and Exchange Control copies of licence No. P/L/2620846/C/XX/39/D/31-32 dated 30-4-71 for Rs. 27065/- have been lost/misplaced without having been utilised at all.

2. I am satisfied that the both original Customs purposes and Exchange Control copies of the said licence have been lost/ misplaced.

3. In exercise of powers conferred on me under subject Clause 9(C) in the Import Trade Control order 1955 dated 7-12-55 as amended upto date, the said licence No. P/L/2620846/C/XX/39/D/31-32 dated 30-4-71 (Customs Purposes as well as Exchange Control copy) is hereby CANCELLED.

The applicant is now being issued a duplicate of both Customs Purposes as well as Exchange Control copy of this licence in accordance with the provision of para 318(4) of Import Trade Control Hand Book of Rules & Procedure 1972-73.

[No. Engg. 29/JM-70/SC.I/CLA]
A.L. BHALLA, Dy. Chief Controller
for Jt Chief Controller of Imports and Exports

पेट्रोलियम और रसायन मंगालय

पेट्रोलियम विभाग

नई दिल्ली, 6 मार्च, 1973

का० ग्रा० 808:—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकतित में यह प्रावधारण है कि गुजरात राज्य में 92 (के एच ई) से जी जी एस I तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा विश्वाई जानी चाहिए।

और यह कि यह प्रतीत होता है कि ऐसी लाइसेंसों को विभाग के प्रयोजन के लिए एक दबावगुण ग्रन्ति भूमि में उपयोग का अधिकार प्रजित करना आवश्यक है।

यह प्रतीत होता है कि पेट्रोलियम पाइपलाइन (भूमि में उपयोग का अधिकार का अर्जन) प्रधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का प्रधिकार प्रजित करने का अवना आवश्यक एतद्वारा घोषित किया है।

वर्णते कि उक्त भूमि में हितबढ़ फोर्म व्यक्ति, उस भूमि के नीचे पाइपलाइन विभाग के लिए आक्षेप समझ प्राप्तिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड बरीदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत।

प्रत्यक्षित

कुंपा नं० 92 (के एच ई) से जी जी एस I तक पाइपलाइन विभाग के लिए

राज्य: गुजरात जिला तथा तालुका: गांधीनगर

गांव	सरकारी सं०	हैक्टर	ए. आर. ई	पीपलाई
सरकारी	664/1	0	3	66
	664/2	0	2	07
	663/2	0	2	19
	663/1	0	5	73
	706	0	8	60
	707	0	0	61
	705	0	0	50
	710	0	7	93
	711	0	1	58
	712/2	0	5	37
	712/1	0	3	90
	713	0	0	50
	697/1	0	4	70
	697/5	0	4	94
	697/4	0	4	51
	697/2	0	3	66
	696	0	4	03
	695	0	11	48
	690/2	0	1	04
	694	0	10	57
	691	0	8	66
	692	0	1	83
	799	0	17	69

MINISTRY OF PETROLEUM AND CHEMICALS
(Department of Petroleum)

New Delhi, the 6th March, 1973

S.O. No. 808.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from 92 (KME) to GGS I in Pipelines should be laid by the Oil & Natural Gas Commission;

AND WHEREAS it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (i) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962); the Central Government hereby declares its intention to acquire the right of user therein;

PROVIDED THAT any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Baroda-9.

AND every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Re-Laying Pipeline From wall No. 92 (Khe)
To Gss I

STATE: GUJARAT **DIST & TALUKA: GANDHI-NAGAR**

Village	Survey No.	Hectare	Ares P.	Are
SERTHA	664/1	0	3	66
	664/2	0	2	07
	663/2	0	2	19
	663/1	0	5	73
	706	0	8	60
	707	0	0	61
	705	0	0	50
	710	0	7	93
	711	0	1	58
	712/2	0	5	37
	712/1	0	3	90
	713	0	0	50
	697/1	0	4	70
	697/5	0	4	94
	697/4	0	4	51
	697/2	0	3	66
	696	0	4	03
	695	0	11	48
	690/2	0	1	04
	694	0	10	37
	691	0	8	66
	692	0	1	83
	799	0	17	69

[No. 11/2/72-L & L]

कांग्रेस 809.—प्रतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकसभा में यह आवश्यक है कि गुजरात राज्य में भुमों सं। के- 156 से जी जी एम व तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिलाई जाने चाहिए।

और यह प्रतीत होता है कि ऐसी साइनों को बिछाने के प्रयोजन के लिए एतद्वाक्तु मनुसंस्कृति में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

ग्रहः, ग्रन्थ, पैटेलियम पाइपलाइन (भूमि में उपयोग के अधिकार का प्रर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा

(1) द्वारा प्रबल शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बासर्टे कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उम भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप समझ-प्राधिकारी, तेल तथा प्राकृतिक गैस प्रायोग, निर्माण श्रीर देखभाल प्रभाग, मकरपुरा रोड वर्डों-9 को हस्त प्रधिमूलता की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्विष्टः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी मुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत।

प्राची

कर्मा सं० के-156 से जो ओ एस V तक पाष्पलाहन

રાજ્ય ગુજરાત	જિલ્લા મહિનાના	તાત્કાલ કલોલ		
ગાંબ	લ્લાક સં.	ફેફટર	પી.આર.ઈ	પી.એ.આર.ઈ
મોલા	210	0	16	04
	212	0	3	29
બી.પી.કાર્ટ ટ્રૈક		0	1	89
	293	0	5	25
	296	0	2	32
	292	0	12	32
	317	0	19	04
	319	0	14	13
બી.પી.કાર્ટ ટ્રૈક		0	1	22
	470	0	10	98
	468	0	2	93
સર્વેક્ષણ સં.				
શસ્ત્ર	570/6	0	1	22
	650/1	0	22	15
	648	0	13	42

[सं० ११/२/७२-लेटर एण्ड लेजिस्ट]

भारू एनू चोपडा प्रबर सचिव

S.O. 809—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. K-156 to GGS V in Pipelines should be laid by the Oil & Natural Gas Commission;

AND WHEREAS it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (i) of the section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

PROVIDED THAT any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Baroda-9.

AND every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

[No. 11/2/72-L&L]

SCHEDULE

Pipeline From Well No. K-156 To GGS V
STATE: GUJARAT DIST: EHSANA TAL: KALOI.

Village	Block No.	Hectare	Arc	P. Are
OLA	210	0	16	04
	212	0	3	29
	V. P. Cart Track	0	1	89
	293	0	5	25
	296	0	2	32
	292	0	12	32
	317	0	19	04
	319	0	14	13
	V. P. Cart Track	0	1	22
	470	0	10	98
ISLAND	468	0	2	93
	Survey No.			
	570/6	0	1	22
	650/1	0	22	15
	648	0	13	42

ईस्पात और खान मंत्रालय

(खान विभाग)

नई दिल्ली, 7 मार्च, 1973

का० आ० 810.—खान और खनिज (विनियमन और विकास) अधिनियम, 1957 (1957 का 67) की धारा 17 की उपधारा (2) द्वारा प्रदत्त शक्तियों और उस निमित्त समर्थ बनाने वाली अन्य समस्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के भूतपूर्व खान और ईंधन मंत्रालय की अधिसूचना सा० का० संख्या 1921 तारीख 6 जून, 1962 को एतद्वारा विष्यित करती है।

[संख्या को० 3-2(3)/70-को० 5]

MINISTRY OF STEEL AND MINES

New Delhi, the 7th March, 1973

S.O. 810.—In exercise of the powers conferred by sub-section (2) of section 17 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957) and of all other powers hereunto enabling, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Mines and Fuel S. O. No. 1921 dated the 6th June, 1962.

[No. C 3-2(3)/70-C 5]

का० आ० 811.—खान और खनिज (विनियमन और विकास) अधिनियम, 1957 (1957 का 67) की धारा 17 की उपधारा (2) द्वारा प्रदत्त शक्तियों और उस निमित्त समर्थ बनाने वाली अन्य समस्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत सरकार के भूतपूर्व ईस्पात और खान ईंधन मंत्रालय (खान और ईंधन विभाग) की अधिसूचना सा० का० संख्या 997 तारीख 29 मार्च, 1962 को एतद्वारा विष्यित करती है।

[संख्या को० 3-2(3)/70-को० 5]

S.O. 811.—In exercise of the powers conferred by sub-section (2) of section 17 of the Mines and Minerals (Regulation and Development), Act, 1957 (67 of 1957) and of all other powers hereunto enabling, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) S.O. No. 997 dated the 29th March, 1962.

[No. C 3-2(3)/70-C 5]

का० आ० 812.—यह केन्द्रीय सरकार को ऐसा प्रतीत होता है कि इसमें उपावर्ड अनुसूची में विभिन्न भूमि में से कोयला अधिग्राह्य होने की संभावना है;

अतः, अब, कोयला वाले क्षेत्र (प्रजन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उसमें कोयले के लिए पूर्वेशण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक का निरीक्षण, राष्ट्रीय कोयला विकास निगम लिमिटेड (राजस्व अनुभाग), दरभंगा हाऊस, रांची के कार्यालय अथवा कलक्टर, सिंगरौली (उत्तर प्रदेश) के कार्यालय में अथवा कोयला विकास नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कलक्टा के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितवद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्देशित समस्त भान्चिव, आर्ट और अन्य दस्तावेज, इस अधिसूचना के भारत के राजस्व में प्रकाशन की तारीख से नव्ये दिन के भीतर राजस्व अधिकारी, राष्ट्रीय कोयला विकास निगम लिमिटेड, दरभंगा हाऊस, रांची को परिवत करें।

अनुसूची

जोगीचोवरा खण्ड

सिंगरौली कोयला क्षेत्र

झाईंग संघरा राजस्व/69/72, तारीख 3-5-72

पूर्वेशण के लिए अधिसूचित भूमि को वर्णित करते हुए

क्रम सं०	ग्राम का नाम	तहसील	परगना	परगना संख्या	थाना	जिला	टिप्पणी
1.	काकारी	तुधि	सिंगरौली	77	मिश्रा	मिजिपुर भाग (खेरदा)	
2.	नकटी	"	"	108	"	"	सम्पूर्ण
3.	बंशी	"	"	8	"	"	सम्पूर्ण
4.	जामिसिला	"	"	43	"	"	सम्पूर्ण
5.	कारीदानर	"	"	51	"	"	सम्पूर्ण
6.	आनूदार	"	"	50	"	"	भाग
7.	घरसाही	"	"	--	"	"	भाग
8.	मिश्र	"	"	108	"	"	भाग
9.	हृष्ट	"	"	115	"	"	सम्पूर्ण
10.	कोहरौल	"	"	84	"	"	भाग
11.	जोगी चोवरा	"	"	46	"	"	सम्पूर्ण
12.	मैरव	"	"	--	"	"	सम्पूर्ण
13.	भारक	"	"	91	"	"	भाग
14.	वार्वा भटौरी	"	"	11	"	"	भाग
15.	बार्वा	"	"	--	"	"	सम्पूर्ण
16.	कोटा	"	"	82	"	"	सम्पूर्ण
17.	रानी भारी	"	"	63	"	"	सम्पूर्ण
18.	चिरकादानर	"	"	49	"	"	सम्पूर्ण

कुल क्षेत्र 20.65 वर्ग मील (लगभग)

सीमा वर्णनः—

- क-व्र लाइन गश्त प्रदेश और उत्तर प्रदेश की सामान्य सीमा के साथ होकर गुजरती है।
- ख-ग लाइन ग्राम काकारी से होकर नकटी, बंगी, जामसिला, कारी-बानर ग्रामों की पूर्वी सीमा के साथ होकर और पुनः ग्राम चानूवार से होकर गुजरती है।
- ग-घ लाइन धरमासी, गिरि, कोहरील ग्रामों से होकर पुनः भेरव, जोगी चोवरा ग्रामों की दक्षिणी सीमा के साथ होती हुई, मारक, बार्वा भट्टौरी ग्रामों से होकर गुजरने के पश्चात् पारस्वर-बानू, पारस्वत चौथे ग्रामों की उत्तरी सीमा के साथ होकर और फिर ग्राम कोटा की दक्षिणी सीमा और ग्राम रानी आगे की दीर्घ भागतः सामान्य सीमा के साथ होकर गुजरती है।
- घ-क लाइन नाले की केन्द्रीय लाइन के साथ, जो उत्तर प्रदेश और मध्य प्रदेश की सामान्य सीमा है, होकर गुजरती है।

[संलग्न को० 3-2(3)/70-को० 5]
ए० एस० देशपांडे, प्रश्नर सचिव।

S.O. 812.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereeto annexed;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification can be inspected at the office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi or at the office of the Collector, Singrauli (Uttar Pradesh) or at the office of the Coal Controller, I-Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, National Coal Development Corporation Limited, Darbhanga House, Ranchi, within ninety days from the date of publication of the notification in the Gazette of India.

SCHEDULE

Jogichowra Block

Singrauli Coalfields

Drg. No. Rev/69/72 dated 3-5-72

Showing lands notified for prospecting

Sl. No.	Name of village	Tehsil	Pargana	Pargana No.	Thana	Distt. area	Remarks
1. Kakari	.	Dudhi	Singrauli	77	Misra (Khairwa)	Mirzapur	Part
2. Nakati	.	"	"	108	"	"	Full
3. Banshi	.	"	"	8	"	"	Full
4. Jamsila	.	"	"	43	"	"	Full
5. Karidanr	.	"	"	51	"	"	Full
6. Chanuwar	.	"	"	50	"	"	Part
7. Gharsari	.	"	"	"	"	"	Part
8. Mishra	.	"	"	101	"	"	Part
9. Harsh	.	"	"	115	"	"	Full
10. Kohroual	.	"	"	84	"	"	Part
11. Jogi Chowra	.	"	"	46	"	"	Full
12. Bhairwa	.	"	"	"	"	"	Full
13. Marak	.	"	"	91	"	"	Part
14. Barwa Bhatauri	.	"	"	11	"	"	Part
15. Barwa	.	"	"	"	"	"	Full
16. Kota	.	"	"	82	"	"	Full
17. Rani Bari	.	"	"	63	"	"	Full
18. Chirkadani	.	"	"	49	"	"	Full

Total area 20.65 Sq. Miles (Approximately)

BOUNDARY DESCRIPTION :—

- AB line passes along the common boundary of Madhya Pradesh and Uttar Pradesh.
- BC line passes through village Kakari along the eastern boundary of villages Nakati, Banshi, Jamsila, Karidanr and again through village Chanuwar.
- CD line passes through the villages Ghatsari, Misra, Kohroual again along the southern boundary of villages, Bhairwa, Jogi Chowra then through villages Marak, Barwa Bhatauri and then along the northern boundary of villages Parswari-Babu, Parswati Chaube and then along the southern boundary of village Kota and long part common boundary of village Rani Bari.
- DA line passes along the centre line of Nala which is common boundary of Uttar Pradesh and Madhya Pradesh.

[No. C 3-2(3)/70-C 5]

A. S. DESHPANDE, Under Secy.

श्रोतोगिक विकास संबालय

(श्रोतोगिक विकास विभाग)

भारतीय मानक संस्था

नई दिल्ली, , 1973

का० आ० 813.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल-2627 जिसके व्यौरे नीचे अनुसूची में दिए गए हैं, पेट्रियों की फर्म द्वारा पेट्रियों का उत्पादन बन्द कर देने के कारण 16 जनवरी, 1973 से रद्द कर दिया गया है:—

अनुसूची

लाइसेंस संख्या और तिथि	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
सी एम/एल-2627 29-3-1971	मेसर्सं शारदा प्लाइवुड इंडरस्ट्रीज (प्रा) निं०, जयपुर रोड, डाकघर जयपुर (असम) (कार्यालय: ९, पारसी चर्च रोड, चौथी मंजिल) कलकत्ता-१ में है।	चाय के पेट्रियों की पटियाँ	IS : 10-1970 चाय की पेट्रियों के लिए प्लाइवुड की पटियों की विशिष्टि (तीमरा पुनरीक्षण)

[सं. सी एम डी/55 : 2627]

सैट्रैल मार्क्स

SCHEDULE

MINISTRY OF INDUSTRIAL DEVELOPMENT
INDIAN STANDARD INSTITUTION

(Dept. of Industrial Development)

New Delhi, the , 1973

S. O. 813.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that licence No. CM/L-2627, particulars of which are given below, has been cancelled with effect from 16th January, 1973 as the firm has stopped production of the battens:—

Licence No. and Date	Name & Address of the licensee	Article/ Process covered by the licence	Relavant Indian Standard
CM/L-2627 29-3-1971	M/s. Sarde Plywood Industries (P) Ltd., Jeypore Road, P. O. Jeypore (Assam) having their office at 9, Parsee Church Road (4th Floor), Calcutta-1.	Tea-chest battens	IS: 10-1970 Specification for Plywood tea-chests (Third-Revision)

[No. CMD/55 : 2627]

नई दिल्ली, 5 मार्च, 1973

का० आ० 814.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन मुहर) विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल-2919 जिसके व्यौरे नीचे अनुसूची में दिए गए हैं, फर्म के अपने अनुरोध पर 8 फरवरी, 1973 से रद्द कर दिया गया है:—

अनुसूची

लाइसेंस संख्या और तिथि	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
सी एम/एल-2919 18-2-1972	मेमर्स बिकिर हिल्स सा एण्ड प्लाइवुड फैक्टरी, डाकघर डीफू, बिकिर हिल्स, (असम)	सामान्य कार्यों के लिए प्लाइवुड IS. 303-1960 मामान्य कार्यों के लिए (सी डब्लू आर श्रेड) ब्रांड : प्लाइवुड की विशिष्टि (पुनरीक्षित)	

[सं. सी एम डी/55 : 2919]

SCHEDULE

New Delhi, 5th March, 1973

S. O. 814.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955 as amended from time to time, the Indian Standards Institution hereby notifies that licensee No. CM-2919, particulars of which are given below, has been cancelled with effect from 8th February 1973 at the request of the party :—

Licence No. and Date	Name & Address of the Licensee	Article /Process covered by the licence	Relevant Indian Standard
CM-2919 18-2-1972	M/s. Mikir Hills Saw & Plywood Factory, P.O. Diphu, Mikir Hills, (Assam)	Plywood for general purposes (CWR grade) Brand : 'ROCKL TPLY'	IS: 303-1960 Specification for plywood for general purposes (Revised)

[No. CMD/55 : 2919]

नई दिल्ली, 6 मार्च, 1973

का० आ० 815.—समय समय पर संगोष्ठित भारतीय मानक संस्था (प्रमाणन निक्षेप) विनियम 1955 के विनियम 8 के उपविनियम (1) के अनुसार भारतीय मानक संस्था की ओर से प्रधानसूचित किया जाता है कि 17 लाइंगेंस, जिनके ब्यौरे नीचे अनुसूची में दिए हुए हैं, लाइसेंसधारियों को मानक सम्बन्धी मुहर लगाने का अधिकार देते हुए माह अप्रैल 1972 में स्थीकृत किए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या और सी एम/एल—	वैधता की अवधि से	तक	लाइसेंसधारी का नाम और पता	लाइसेंस के अधीन वस्तु/प्रक्रिया और तत्सम्बन्धी पद नाम
1	2	3	4	5	6
1.	सी एम/एल-3041 11-4-72	16-4-1972	15-4-1973	मेसर्स असम कार्बन प्राउड्ट्स लि०, इंडस्ट्रियल इस्टेट, बामुनी मैदान, गोराटी-21 (असम) (कार्यालय: एबरेस्ट, 46-सी, चौरंगी रोड, कलकत्ता-16).	बिजली की मशीनों के लिए कार्बन बुख्त— IS : 3003 (भाग 1)-1966
2.	सी एम/एल-3042 11-4-72	16-4-1972	15-4-1973	मेसर्स फी इंडिया प्लाइवुड कम्पनी, चेन्नैवाडू, फैरोक, (केरल)	चाय की पेटियों के लिए प्लाइवुड के तकड़ी— IS : 10-1970
3.	सी एम/एल-3043 11-4-72	16-4-72	15-4-73	मेसर्स प्रीमियर पेस्टीसाइक्स प्रा० लि०, इ. आर. जी. रोड, एन्कुलम, कोचीन-1।	मालाधियोन का पायसनीय तेज द्रव— IS : 2567-1963
4.	सी एम/एल-3044 28-4-72	1-5-72	30-4-73	मेसर्स ब्रिटिश इंडिया रोलिंग मिल्स, 109, गिरीश घाष रोड, बेलूरमठ, हावड़ा	संरचना इस्पात (मानक किस्म)--- IS : 226-1969
5.	सी एम/एल-3045 28-4-72	1-5-72	30-4-73	“	संरचना इस्पात (साधारण किस्म)--- IS : 1977-1969
6.	सी एम/एल-3046 28-4-72	1-5-72	30-4-73	मेसर्स ट्राक्शनकोर केमिकल एण्ड मेन्यू० क० लि०, गोनुर डाकघर, मेट्रो ईम, आर. एस. (तमिल- नाडु)	अवधेपित बेरियम कार्बोनेट तकनीकी— IS : 3205-1965
7.	सी एम/एल-3047 28-4-72	16-4-72	15-4-73	मेसर्स याराना फोइस एण्ड फार्म्स, तबीवलैण्ड, बुझली (मैसूर राज्य)	पशुओं के लिए मिश्रित आहार— IS : 2052-1968
8.	सी एम/एल-3048 28-4-72	1-5-72	30-4-73	मेसर्स राजस्थान वनस्पति प्रॉडक्ट्स प्रा० लि०, भोलबाडा (राजस्थान)	18-थोटर समाई वाले वर्गकार दिन— IS : 916-1966
9.	सी एम/एल-3049 28-4-72	1-5-72	30-4-73	मेसर्स श्री गौरीशंकर जूट मिल्स (प्रा.) लि०, श्यामनगर, डाकघर गश्लिया 24-परगना (प. अंगाल) (कार्यालय: 7—विवेकानन्द रोड, कलकत्ता-7)	बी-ट्रिवल पटसन बोरे— IS : 2566-1965
10.	सी एम/एल-3050 28-4-72	1-5-72	30-4-73	मेसर्स सर्वन इंजीनियारिंग इंडस्ट्रियल्स, 343, अबनाणी रोड, कोयम्बटूर- 18 (तमिलनाडु)	तीन फैरी ब्रेरण माटर—3.7 कि. वा. (5 हा. पा) ए श्रेणी के रोधन वाले— IS : 325-1961
11.	सी एम/एल-3051 28-4-72	1-5-72	30-4-73	मेसर्स मलहोत्रा आयरन स्टील इंडस्ट्रीज, उधव रोड, उधवगांव के समीप, श्रहमदावाद (गुजरात राज्य)	संरचना इस्पात (मानक किस्म)--- IS : 226-1969
12.	सी एम/एल-3052 28-4-72	1-5-72	30-4-73	“	संरचना इस्पात (साधारण किस्म)--- IS : 1977-1969

(1)	(2)	(3)	(4)	(5)	(6)
13. सी एम/एल-3053 28-4-72		1-5-72	30-4-73	मेसर्स मीनाक्षी स्टील रोलिंग मिल्स (प्रा) लि०, साल्ट पेन रोड, थडाला, बम्बई-31 डी ही	मरचना दस्पात (भानक किस्म)--- IS : 226-1969
14. सी एम/एल-3054 28-4-72		1-5-72	30-4-73	"	संरचना दस्पात (साधारण किस्म)--- IS : 1977-1969
15. सी एम/एल-3055 28-4-72		16-5-72	15-5-73	मेसर्स राजेश इंडस्ट्रीज, थी लक्ष्मी इंडस्ट्रियल इंस्टेट, गोड मं० 1, धावक सं० 213, स्टेणन रोड, भावनदर, जिला जाना (महा- राष्ट्र)	5. 5 लीटर, 7.0 लीटर और 10 लीटर समर्विले घरेलू प्रेशर बुकर--- IS : 2347-1966
16. सी एम/एल-3056 28-4-72		1-5-72	30-4-73	मेसर्स आणापुरा इलेक्ट्रिकल्स; आरम्भा इंडस्ट्रियल इंस्टेट, मोठा- पुर (प. रेलवे) जिला जामनगर, (गुजरात राज्य)	पी बी सी रोधित केबल, बिना खोलवाले और खोल वाले इकहरी कोर, 250/410 वो और 650/1100 वो ग्रेड के एल्यु- मिनियम चालकों वाले--- IS : 3035 (भाग 1)-1965
17. सी एम/एल-3057 28-4-72		1-5-72	30-4-73	मेसर्स केवल कारपोरेशन आक इंडिया लि०, दत्तरपाडा, बोरीबली पुर्व, बम्बई-66 एन बी, (कार्यालयः लक्ष्मी निलिंग, 6-गूरजी वल्लभ- दास मार्ग, बम्बई-1 वी आर)	तापनम्य रोधित अहुसह केबल, पी बी सी रोधित और पी बी सी खोल वाले--- (1) इकहरी कोर, 250/440 वो. और 650/1100 वो. ग्रेड के एल्युमिनियम चालकों वाले--- (2) दुहरी कोर, चपटे, 250/440 वो. और 650/1100 वो. ग्रेड के एल्यु- मिनियम चालकों वाले--- IS : 3035 (भाग 1)-1965

[सं सी एम डी/13 : 11]

ए. बी. राव, निदेशक (मैट्रल मास्क्स)

New Delhi, the 6th March, 1973

S. O. 815—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that seventeen licences, particulars of which are given in the following Schedule, have been granted during the month of April 1972 authorising the licensees to use the Standard Marks:

SCHEDULE

Sl. No.	Licence No. (CM/L-)	Period of Validity From To	Name and Address of the Licensee	Article/Process Covered by the Licence and the Relevant IS: Designation	
(1)	(2)	(3)	(4)	(5)	(6)
1. CM/L-3041 11-4-72	.	16-4-72	15-4-73 M/s. Assam Carbon Products Limited, Industrial Estate, Bamunimaidan, Gauhati-21 (Assam) (Office: 'EVEREST', 46 C, Chowringhee Road, Calcutta-16)	Carbon brushes for electrical machines—IS: 3003 (Part 1)-1966.	
2. CM/L-3042 11-4-72	.	16-4-72	15-4-73 M/s. Free India Plywood Company, Cheruvannur, Ferroke (Kerala).	Tea-chest plywood panels—IS: 10-1970.	
3. CM/L-3043 11-4-72	.	16-4-72	15-4-73 M/s. Premier Pesticides Pvt. Ltd, E.R.G. Road, Ernakulam, Cochin-11.	Malathion Emulsifiable Concentrates—IS: 2567-1963.	
4. CM/L-3044 28-4-72	.	1-5-72	30-4-73 M/s. British India Rolling Mills, 109, Girish Ghose Road, Bellurmath, Howrah	Structural steel (standard quality)—IS: 226-1969.	
5. CM/L-3045 28-4-72	.	1-5-72	30-4-73 Do.	Structural steel (ordinary quality)—IS: 1977-1969.	
6. CM/L-3046 28-4-72	.	1-5-72	30-4-73 M/s. Travancore Chemical & Manufacturing Co. Ltd., Gonur P.O., Mettur Dam R.S. (T. Nadu).	Precipitated barium carbonate technical—IS: 3205-1965.	
7. CM/L-3047 28-4-72	.	16-4-72	15-4-73 M/s. Yatana Feeds & Farms, Tabib Land, Hubli, (Mysore State).	Compounded feeds for cattle—IS: 2052-1968.	
8. CM/L-3048 28-4-72	.	1-5-72	30-4-73 M/s. Rajasthan Vanaspati Products Private Ltd, Bhilwara (Rajasthan).	18-Litre square tins—IS: 916-1966.	

(1)	(2)	(3)	(4)	(5)	(6)
9.	CM/L-3049 28-4-72	.	1-5-72	30-4-73	M/s. Shree Gouri Shankar Jute Mills (P) Limited, Shyamnagar, P.O. Garulia, 24 Parganas (W. Bengal) (Office: 7, Vivekananda Road, Calcutta-7).
10.	CM/L-3050 28-4-72	.	1-5-72	30-4-73	M/s. Southern Engineering Industrials, 343, Avanashi Road, Coimbatore-18 (Tamil Nadu).
11.	CM/L-3051 28-4-72	.	1-5-72	30-4-73	M/s. Malhotra Iron & Steel Industries, Odhav Road, Near Odhav Village, Ahmedabad (Gujarat State).
12.	CM/L-3052 28-4-72	.	1-5-72	30-4-73	Do.
13.	CM/L-3053 28-4-72	.	1-5-72	30-4-73	M/s. Meenakshi Steel Rolling Mills (P) Limited, Salt Pan Road, Wadala, Bombay-31 DD
14.	CM/L-3054 28-4-72	.	1-5-72	30-4-73	Do.
15.	CM/L-3055 28-4-72	.	16-5-72	15-5-73	M/s. Rajesh Industries, Shri Laxmi Industrial Estate, Shed No. 1, Blocks No. 2-3, Station Road, Bhayandar, Distt. Thana (Maharashtra).
16.	CM/L-3056 28-4-72	.	1-5-72	30-4-73	M/s. Ashapura Electricals, Aramda Industrial Estate, Mithapur (W. Rly) Distt. Jamnagar, Gujarat State.
17.	CM/L-3057 28-4-72	.	1-5-72	30-4-73	M/s. Cable Corporation of India Ltd, Duttarpada, Borivali-East, Bombay-66 NB (Office: Laxmi Building, 6, Shoorji Vallabhdas Marg, Bombay-1 BR.)

[No. CMD/13:11]

A.B.RAO, Director
(Central Marks)

MINISTRY OF HEALTH AND FAMILY PLANNING
(Department of Health)

New Delhi, the 23rd November, 1972

S.O. 816.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Research Institute, Kasauli (Assistant Electrical Engineer) Recruitment Rules, 1967, namely :—

1. Short title and commencement :—(i) These rules may be called the Central Research Institute, Kasauli (Assistant Electrical Engineer) Recruitment (Amendment) Rule, 1972.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Amendment of the Rules :—In the Central Research Institute, Kasauli (Assistant Electrical Engineer) Recruitment Rules, 1967, for rule 5 relating to the disqualification clause, the following rule shall be substituted, namely :—

“5—Disqualifications:—No person,—

- (a) who has entered into or contracted a marriage with a person having a spouse living, or
- (b) who, having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for appointment to the above post:

Provided that the Central Government may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage, and that there are other grounds for so doing, exempt from the operation of this rule”.

[No. F. 19—30/71—MA]

S. O. 817.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Research Institute, Kasauli, (Deputy Assistant Director) Recruitment Rules, 1967, namely :—

1. Short title and commencement :—(i) These rules may be called the Central Research Institute, Kasauli (Deputy Assistant Director) Recruitment (Amendment) Rules, 1972.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. Amendment of the Rule :—In the Central Research Institute, Kasauli (Deputy Assistant Director) Recruitment Rules, 1967, for rule 5 relating to the disqualification clause, the following rule shall be substituted, namely :—

“5—Disqualification:—No person,—

- (a) who has entered into or contracted a marriage with a person having a spouse living, or
- (b) who, having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for appointment to the above post:

Provided that the Central Government may, if satisfied that such marriage is permissible under the personal Law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person from the operation of this rule.”

[No. F. 19—30/71—MA]

S.O. 818—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Research Institute, Kasauli, Assistant Director (Non-Medical) Recruitment Rules 1968, namely :—

1. Short title and commencement :—(1) These rules may be called the Central Research Institute, Kasauli, Assistant Director (Non-Medical) Recruitment (Amendment) Rules, 1972.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Amendment of the Rule :—In the Central Research Institute, Kasauli, Assistant Director (Non-Medical) Recruitment Rules, 1968, for rule 5 relating to the disqualification clause, the following rule shall be substituted, namely :—

“5—Disqualification:—No person,—

- (a) who has entered into or contracted a marriage with a person having a spouse living, or
- (b) who, having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for appointment to the above post:

Provided that the Central Government may, if satisfied that such marriage is permissible under the personal Law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person from the operation of this rule.”

[No. F. 19—30/71-MA]

S.O. 819—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Research Institute, Kasauli (Factory Manager) Recruitment Rules, 1965, namely :—

1. Short title and commencement :—(1) These rules may be called the Central Research Institute, Kasauli (Factory Manager) Recruitment (Amendment) Rules, 1972.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Amendment of the Rule :—In the Central Research Institute, Kasauli (Factory Manager) Recruitment Rules, 1965, for rule 5 relating to the disqualification clause, the following rule shall be substituted, namely :—

“5—Disqualification:—No person,—

- (a) who has entered into or contracted a marriage with a person having a spouse living, or
- (b) who, having a spouse living, has entered into or contracted a marriage with any person, shall be eligible for appointment to the above post :

Provided that the Central Government may, if satisfied that such marriage is permissible under the personal Law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person from the operation of this rule.”

[No. F. 19—30/71-MA]

SATHI BALAKRISHNA, Under Secy.

स्वास्थ्य और परिवार नियोजन मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 24 फरवरी, 1973

का० आ० 820.—दन्त चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार भारतीय दन्त परिषद् से परामर्श करने के पश्चात् एतद्वारा उक्त अधिनियम, की अनुमती के भाग 1 में निम्नलिखित संशोधन करती है :—

जनरल नोट :-

(i) गुजरात विश्वविद्यालय से संबंधित क्रम सं० 17 में उल्लिखित प्रविष्टियों में “मास्टर आव डेण्टल सर्जरी (परिषद्वारा)”—एम० डी०प० (परिषद्वारा) बंगलौर मास्टर आव डेण्टल सर्जरी (लोक एम० डी० एम० स्वास्थ्य दन्त चिकित्सा) लोक दन्त स्वास्थ्य चिकित्सा, बंगलौर”

“मास्टर आव डेण्टल सर्जरी (मुख एम०डी०एस० (मुख निदान एवं निदान एवं डेण्टल रेडिओलॉजी) डेण्टल रेडिओलॉजी) बंगलौर मास्टर आव डेण्टल सर्जरी (लोक एम० डी० एम० स्वास्थ्य दन्त स्वास्थ्य चिकित्सा) लोक दन्त स्वास्थ्य चिकित्सा, बंगलौर”

(ii) गुजरात विश्वविद्यालय से संबंधित क्रम संख्या 19 में लिखी प्रविष्टियों में मास्टर आव डेण्टल सर्जरी (आपरेटिव दन्त चिकित्सा) एम०डी०एस० (आपरेटिव) गुजरात प्रविष्टि के बाद निम्नलिखित प्रविष्टियां ग्रन्तःस्थापित कर ली जायें।
मास्टर आव डेण्टल सर्जरी (आर्थो- एम०डी०एस० (आर्थो-), गुजरात डॉनिया)

(iii) गुरु नानक विश्वविद्यालय से संबंधित क्रम संख्या 20 में उल्लिखित प्रविष्टि के बाद निम्नलिखित प्रविष्टि ग्रन्तःस्थापित कर ली जायेः

21. “नागपुर विश्वविद्यालय	बैचलर आव डेण्टल सर्जरी	बी०डी०एस० नागपुर”
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[सं. वी. 12011/172/ ए०पी०टी०]

New Delhi, the 24th February, 1973

S.O. 820—In exercise of the powers conferred by subsection (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following amendments in Part I of the Schedule to the said Act, namely :—

In the said Part—

(i) in the entries at serial No. 17 relating to the Bangalore University, after the entry “Master of Dental Surgery (Periodontia)....M.D.S. (Perio.), Bangalore,” the following entries shall be inserted, namely :—

“Master of Dental Sur- .. M.D.S. (Oral Diag- gery (Oral Diagnosis nosis & Dental Radi- and Dental Radio- ology), Bangalore.”

Master of Dental Sur- .. M.D.S. (Public Health gery (Public Health Dentistry), Ban- Dentistry) galore”

(ii) in the entries at serial No. 19 relating to the Gujarat University, after the entry “Master of Dental Surgery (Operative Dentistry)....M.D.S. (Operative), Guj- rat”, the following entries shall be inserted, namely :—

“Master of Dental Sur- .. M.D.S. (Oral Sur- gery (Oral Surgery), Gujarat

Master of Dental Sur- .. M.D.S. (Ortho.) Gu- gery (Orthodontia) jarat”

(iii) after the entry at serial No. 20 relating to the Guru Nanak University, the following entry shall be inserted, namely :—

“21. Nagpur Bachelor of B.D.S., University Dental Surgery Nagpur”

[No. V. 12011/1/72-MPT]

नई दिल्ली, 2 मार्च, 1973

का० आ० 821.—भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) की धारा 4 के साथ पाठ्य वारा 32 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय मण्डल एवं द्वारा भारतीय चिकित्सा परिषद नियमावली 1957 में और आगे संशोधन करने के लिए निम्नलिखित नियम बनाती हैः—

संक्षिप्त शोधक और प्रारम्भ :

1. (1) ये नियम भारतीय चिकित्सा परिषद (संशोधन) नियमावली 1973 कहे जाएँ।
- (2) ये सरकारी राजपत्र में प्रकाशित होने की तिथि से लागू होंगे।

2. नियम 20 का संशोधन

भारतीय चिकित्सा परिषद नियमावली (1957 में जिन्हें एकत्र संचालित नियम कहा जायेगा) नियम 20 के उपनियम (I) में छण्ड (इ) के बाद निम्नलिखित छण्ड अन्तःस्थापित कर लिया जाएः

“(च) शोषण पत्र में निवाचिक द्वारा राज्य पंजीकरण संख्या नहीं दी जाती है।”

फार्म IV का संशोधन :

3. उक्त नियमों के फार्म संख्या IV के पैरा 2 में सब-पैरा (छ) के बाद निम्नलिखित सब पैरा अन्तःस्थापित कर लिया जाएः ०

“(ज) निवाचिक द्वारा शोषण पत्र में राज्य पंजीकरण संख्या नहीं दी जाती है।”

[सं. वी० 11025/29/72 एम० पी० टी०]

के० सत्यनारायण, उप मन्त्रिव

New Delhi, the 2nd March, 1973

S. O. 821.—In exercise of the powers conferred by section 32, read with section 4 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby makes the following rules further to amend the Indian Medical Council Rules, 1957, namely:

1. Short title and commencement:

- (1) These rules may be called the Indian Medical Council (Amendment) Rules, 1973.
- (2) They shall come into force on the date of their publication in the Official Gazette.

2. Amendment of Rule 20 :

In the Indian Medical Council Rules, 1957 (hereinafter referred to as the said rules), in rule 20, in sub-rule (1), after clause (e), the following clause shall be inserted, namely:—

“(f) the State Registration Number is not given by the elector in the declaration paper.”

3. Amendment of Form IV :

In the said rules, in form No. IV, in paragraph 2, after sub-para (g), the following sub-para shall be inserted:—

“(h) the State Registration Number is not given by the elector in the declaration paper.”

[No. V. 11025/29/72-MPT]

K. SATYANARAYANA, Deputy Secy.

संचार विभाग**(डाक-तार विभाग)**

नई दिल्ली, 24 फरवरी, 1973

का० आ० 822.—भारतीय डाकघर अधिनियम, 1898 (1898 का 6) की धारा 46 और 74 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय डाकघर नियम, 1933 में और संशोधन करने के लिये एकत्र निम्नलिखित नियम बनाती है, अर्थात्:—

1. (i) इन नियमों का नाम भारतीय डाकघर (द्वितीय संशोधन) नियम, 1973 है।

(ii) ये राजपत्र में प्रकाशन की तरीख को प्रबुत्त होंगे।

2. भारतीय डाकघर नियम, 1933 में, नियम 146 के उपनियम

(2) में “जो आस्तविक रूप से जारी करते समय भारतीय करेंट में संदर्भ किया गया था, विप्रेषक यो पुनः संदर्भ किया जायेगा, किन्तु उसे ऐसे मनीआर्डरों की बाबत उसके द्वारा संक्त कमीशन को लौटाया नहीं जायेगा” शब्दों के के स्थान पर “जनश्वर स्थान को न भेजे गये मनीआर्डर या मनीआर्डरों पर आनुपातिक कमीशन के माय” शब्द रखे जायेंगे।

[स 42/8/71-सी०एफ०]

के० आर० मूर्खी, उप-महानिदेशक (एम०एंडटी०एस०)

MINISTRY OF COMMUNICATIONS

(Posts and Telegraphs Board)

New Delhi, the 24th February, 1973

S. O. 822.—In exercise of the powers conferred by sections 46 and 74 of the Indian Post Office Act, 1898 (6 of 1898), the Central Government hereby makes the following rules further to amend the Indian Post Office Rules, 1933, namely:—

1. (i) These rules may be called the Indian Post Office (Second Amendment), Rules 1973.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. In the Indian Post Office Rules, 1933, in sub-rule (2) of rule 146 for the words “as actually paid in Indian currency at the time of issue shall be repaid to the remitter who shall not however be granted a refund of the commission paid by him in respect of such money orders”, the words “together with the proportionate commission on the money order or money orders not advised to destination” shall be substituted.

[No.42/8/71-CF]

K. R. MURTHY, Deputy Director General (M&TS)

नई दिल्ली, 7 मार्च, 1973

का० आ० 823.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम 1951 के नियम 434 के छण्ड के III के पैरा(क) के प्रत्यारूप डाक-तार महानिदेशक ने बालासोर टलीफोन केन्द्र में दिनांक 1-4-1973 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं. 5-14/73 पी० एच० बी० (4)]

New Delhi, the 7th March, 1973

S. O. 823.—In pursuance of para (a) of Section 1U of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 1-4-1973 as the date on which the Measured Rate System will be introduced in BALASORE Telephone Exchange, Orissa Circle.

[No. 5-14/73-PHB(4)]

नई दिल्ली, 7 मार्च, 1973

का० का० 824.—स्थायी आवेदन संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय नार नियम 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-मार महानिदेशक ने कपूरथला टेलीफोन केन्द्र में दिनांक 1-14-1973 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-17/73-पी० एच० बी० (8)]

ए० एस० ओहरा, सहायक महानियेशक (पी०एच०बी०)

New Delhi, the 7th March, 1973

S. O. 824.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 1-4-1973 as the date on which the Measured Rate System will be introduced in KAPURTHALA Telephone Exchange, Punjab Circle.

[No. 5-17/73-PHB(8)]

A. S. VOHRA, Assistant Director General (PHB).

श्रम और पुनर्वास नंत्रालय
(श्रम और रोजगार विभाग)

प्रावेश

नई दिल्ली, 19 जनवरी, 1973

का० का० 825.—यह इससे उपावद अनुसूची में विनियिट क्षेत्रीयिक विवाद, श्री गोपाल नारायण शर्मा, पीठासीन अधिकारी, श्रीद्योगिक अधिकरण, जयपुर के समक्ष लम्बित है।

और यह: श्री गोपाल नारायण शर्मा की सेवायें उपलब्ध नहीं रही हैं।

यह: , श्रम, श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-के और धारा 33-वाँ की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, क्षेत्रीय सरकार एवं द्वारा एक श्रीद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री उपदेश नारायण माथूर होंगे, जिसका मुख्यालय जयपुर होगा और श्री गोपाल नारायण शर्मा के समक्ष उक्त विवाद से सम्बद्ध निलम्बित कार्यवाहियों को आपस लेती है और उक्त कार्यवाहियों के निपटाने के लिये श्री उपदेश नारायण माथूर, पीठासीन अधिकारी, श्रीद्योगिक अधिकरण, जयपुर को इस निदेश के माध्यम से अनुसूचित करती है कि उक्त अधिकरण कार्यवाहियां उसी प्रक्रम से करेगा, जिस पर व उसे अनुसूचित की जाये और विधि के अनुसार उसका निपटान करेगा।

अनुसूची

क्रम सं०	विवाद के पक्षकार	प्रावेश सं० श्रम और सारीख
1	पलाना कोलियरी, राजस्थान राज्य उथम का प्रबन्धतंत्र और उस के कर्मकार।	संख्या 1/14/69-एल०आर०-2, सारीख 2-2-1971

[संख्या 1/14/69-एल०आर०-2]

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour and Employment

ORDER

New Delhi, the 19th January, 1973

S. O. 825.—WHEREAS the industrial dispute specified in the Schedule hereto annexed was pending before Shri Gopal Narain Sharma, Presiding Officer, Industrial Tribunal, Jaipur.

58 G of 1/72—4

AND, WHEREAS, the services of Shri Gopal Narain Sharma have ceased to be available;

NOW, THEREFORE, in exercise of the powers conferred by section 7A and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Updesh Narain Mathur as the Presiding Officer, with headquarters at Jaipur, withdraws the proceedings in relation to the said dispute pending before Shri Gopal Narain Sharma and transfers the same to Shri Updesh Narain Mathur, Presiding Officer, Industrial Tribunal, Jaipur, for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the said proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

S.No.	Parties to the dispute	Order No. and date
1.	Management of Palana Colliery a Rajasthan State Enterprise and their workmen.	No.1/14/69-LRII, dated [No.1/14/69-LR-II]

प्रावेश

नई दिल्ली, 8 फरवरी, 1973

का० का० 826.—यह: केन्द्रीय सरकार की राय है कि इससे उपावद अनुसूची में विनियिट विषयों के बारे में मैसर्स नेशनल कोल डेवलपमेंट कार्पोरेशन लिमिटेड की जमुना कोलियरी, डाक पर कोठमा, जिला शहडोल (मध्य प्रदेश) के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक श्रीद्योगिक विवाद विद्यमान है;

प्रीर यह: केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए नियंत्रित करना चाहनीय समझती है;

यह: अब, श्रम, श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (म) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा उक्त विवाद की उक्त अधिनियम की धारा 7-के अधीन गठित श्रीद्योगिक अधिकरण, जयपुर को न्यायनिर्णय के लिए नियंत्रित करती है।

अनुसूची

“क्या यह मान्य कि मैसर्स नेशनल कोल डेवलपमेंट कार्पोरेशन लिमिटेड की जमुना कोलियरी, डाकपर कोठमा, जिला शहडोल (मध्य प्रदेश) में भारसाघ टाइम्स सीक्षण के रूप में नियोजित निम्न श्रेणी-विधिक श्री ५ के प्रशास उच्च श्रेणी लिपिक के ग्रेड के हकदार हैं, न्यायोचित है और यदि हां, तो वह किस अनुतोष के और किस तारीख ते हकदार है?”

[संख्या एल०/२२१२/३३/७-एल०आर०-२]

ORDER

New Delhi, the 8th February, 1973

S. O. 826.—WHEREAS the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Jamuna Colliery of Messrs National Coal Development Corporation Limited, Post Office Kotma, District Shahdol (Madhya Pradesh), and their workmen in respect of the matters specified in the Schedule hereto annexed;

AND WHEREAS the Central Government considers it desirable to refer the said dispute for adjudication;

NOW, THEREFORE, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

Whether the demand that Shri A.K. Prasad, a Lower Division Clerk, employed as Inchage Time Section, in Jamuna Colliery of Messrs National Coal Development Corporation Limited, Post Office Kotma, District Shahdol (Madhya Pradesh), is entitled to the grade of Upper Division Clerk, is justified and if so to what relief is he entitled and from what date?

[No. L/2212/33/71-LRII.]

New Delhi, the 6th March, 1973.

S.O. 827.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Mandamari Division of Singareni Collieries Company Limited, Post office Kalyankani (Andhra Pradesh) and their workmen, which was received by the Central Government on the 27th February, 1973.

[No. L-2112/21/71-LRII.]

KARNAIL SINGH,
Under Sec.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD

PRESENT:-

P.S. Ananth, B.Sc., B.L., Industrial Tribunal, Hyderabad.

Industrial Dispute No. 59 of 1971

BETWEEN

Workmen of Singareni Collieries Company Limited,
Ravindrakhani No. I, Mandamari Division.

AND

Management of Singareni Collieries Company Limited,
Ravindrakhani No. I, Mandamari Division.

Appearances:

Sri S. Nagaiah Reddy, President, Tandur Coal Mines Labour Union, Bellampalli—for Workmen.

Sri M. Shyam Mohan, Personnel Officer, S.C. Co. Ltd.
Bellampalli—for Management.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. L/2112/21/71-LRII dated 24-8-1971 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) to this Tribunal for adjudication, namely,

"Is the management of Ravindrakhani No.1 of Mandamari Division of Singareni Collieries Company Limited, Justified in refusing to count piece rated coal fillers' service of Servashri Kurmala Narasaiah and B. Satyanarayana, Haulage Khalasis in Ravindrakhani No.1 for the purpose of granting service increments under the Wage Board Recommendations? If not, to what relief are the said workmen entitled?"

This reference was taken on file as Industrial Dispute No. 59 of 1971 and notices were issued to the parties. For the purpose of convenience the workmen of Ravindrakhani Bo.1, Mandamari Division of Singareni Collieries Company Limited are referred to as the petitioners and the Singareni Collieries Company Limited, Mandamari, Division is referred to as respondent in the course of this award. The claimants in this case are Kurmala Narasaiah and B. Satyanarayana who are Haulage Khalasis in Ravindrakhani No.1.

2. The petitioners are represented by the Tandur Coal Mines Labour Union (hereinafter referred to as the said Union) and the president of the said Union filed claims statement on behalf of the petitioners contending as follows: The said two workers

were originally appointed as Coal fillers on piece rated basis and later on converted into daily rated Haulage Khalasis in Category V of the L.A.T. The Management had implemented the recommendations of the Central Wage Board for Coal Mining Industry as per the circular of the General Manager dated 22-11-1967. While implementing the said workmen into new Category of the Wage Board, the Management counted only the service of work put in as Haulage Khalasis and ignored their services as Coal fillers. Thereby the said workmen were denied of service increments which similar other workmen in these categories have earned. This action of the Management amounted to unfair labour practice and also violative of the circular of the General Manager dated 22-11-1967. The Management in similar cases have counted the whole service in other similar cases under the agreement with the said Union. Thus the demand of the workmen is justified. So the respondent should be directed to grant consequential service increments as it was done in all other cases.

3. The respondent filed a counter contending as follows: It is admitted that the said two workers were originally appointed as Coal fillers on piece rated basis. It is also admitted by the workmen that they were drafted to work as Haulage Khalasis in Category V under the L.A.T. Award. The Management had voluntarily implemented the recommendations of the Central Wage Board as per Circular dated 22-11-1967 and the recommendations are not statutory. The Management having laid down the procedure in implementing the Wage Board recommendation have adhered closely to the spirit in which the implementation was to be made. The Management having reckoned the services of the said Haulage Khalasis have correctly given the increments in the category and designation as haulage Khalasis and has uniformly treated all the workmen in daily rated service as in the case of haulage Khalasis. On the face of it, it is contradictory to combine piece-rated service and daily rated service and there was no variance in the practice under the said Management. It is denied that there was any unfair labour practice by any violation of the circular of the Management. The memo of settlement adverted to does not relate to the claim made in respect of these two workmen and hence it was irrelevant. Under the Wage Board the piece rated fillers were brought under Category III with a basic wage of Rs. 6.00 per day against the work load of 72 cft. It was agreed before the Sub-Committee of the Wage Board in February, 1966 regarding the categorisation of Haulage Khalasis. Since the piece rated fillers under the Mazumdar Award as modified by the decision of Labour Appellate Tribunal was based on Category V emoluments, it was agreed under a memorandum of settlement dated 22-7-1965 that whenever fillers are transferred to daily rated categories lower than category V, their wages would be fixed in category to which they are transferred allowing the increments for the service rendered on piece-rates. The question of counting the service of fillers for purpose of service increments has been considered only when the incumbents were placed in new category III or less, on the basis of the equation of Categories and the group wage prescribed for fillers under the Wage Board recommendations. The said workmen were given new category IV which was equated to Category VI and VII and as such no service increments as fillers could be equated for these workmen. So the Management is justified in not counting the piece rated service of the said two workmen.

4. The dispute that is referred for adjudication is whether the Management of Ravindrakhani No.1 of Mandamari Division is justified in refusing to count piece rated coal fillers service of Kurmala Narasaiah and B. Satyanarayana, who are Haulage Khalasis, for the purpose of granting service increments under the Wage Board recommendations.

5. The claimants Kurmala Narasaiah and B. Satyanarayana who were working as Coal Fillers were later on promoted as Haulage Khalasis and they were in old category V. Their case is that when the Management implemented the recommendations of the Central Wage Board for Coal Mining Industry (hereinafter referred to as the Wage Board) as per their Circular dated 22-11-1967 their services put in as Haulage Khalasis only were taken into consideration for purpose of giving service increments but that their services as Coal fillers were ignored and so their services as Coal Fillers also should be taken into consideration. The contention of the respondent is that the Management have reckoned the services of the Haulage Khalasis and correctly given increments in the category and designations as Haulage Khalasis and that it is contradictory to combine piece rated service and daily rated service and that it was agreed under a memorandum of settlement dated 22-7-1965 that whenever Fillers are transferred to daily rated categories lower than Category V their wages would be fixed in categories to which they

are transferred allowing increments for the service rendered on piece rate and that the question of counting the service of Fillers for purpose of service increments would arise only when the incumbents were placed in new Category III or less on the basis of the equation of Categories and the group wage prescribed for Fillers under the recommendations of the Wage Board. The further contention of the respondent is that there is Memorandum of Settlement dated 14-3-1968 which is to the effect that Haulage Khalasis who were in the existing categories V and VI would be placed in Category IV instead of Category III and that as this agreement is fully and finally given effect to there is no issue involved and so the reference itself is bad and incompetent.

6. Before considering the question whether the services of the claimants as Coal fillers should also be counted for the purpose of giving service increments, the question whether the reference is bad can be disposed of W.W.1 (Kurmala Narasaiah) is one of the claimants in this case. He says that when he was Coal filler he was in old Category V and when he was promoted as Haulage Khalasis he was given old Category V, that after Wage Board he was given new Category III and that now he is in new Category IV after their Union had talks with the Management. M.W.1 (P.T. Thomas) is working as Divisional Personnel Officer, Mandamari and Ramakrishnapur Divisions. He says that the pre-Wage Board Category of Haulage Khalasis was Category V, that after Wage Board they were given new Category III which is equivalent to old Category V, that later on in view of the Memorandum of Settlement the original of Ex. M1 dated 14-3-1968 as per Item II therin it was agreed that Haulage Khalasis of old Categories V and VI should be given new category IV and so they were given new Category IV, that the present claimants got new Category IV in view of the settlement already referred to. When it is suggested to him that Wage Board had recommended new Category IV for old Category V Haulage Khalasis he says that it is correct to say so and that it was given only as per agreement of March, 1968. At the same time he admits that in the notes of Categorisation given by the Management in the Circular dated 13-10-1967 it is stated that Haulage Khalasis in old Categories III and IV would be placed in new Category III and that Haulage Khalasis in old Categories V and VI would be placed in new Category IV.

7. Now the contentions of the respondent is that as per agreement the original of Ex. M1 of March, 1968 the claimants were placed in new Category IV and that when their claim was settled, the Government ought not to have made the reference and so the reference is bad. On the other hand it is contended by the petitioner's representative that since the Management had wrongly placed the Haulage Khalasis in new Category III though the Wage Board had recommended new Category IV for those Haulage Khalasis, who were in old Category V this mistake was rectified and that it is due to that mistakes the agreement of March, 1968 was entered into and that it is not as if the present claimant's case had been settled and that the present claim of the claimants is that their service as Coal fillers also should be taken into consideration while implementing the recommendations of the wage board. I feel that there is force in the contention of the petitioner's representative. A perusal of Ex. M.1 shows that it is not at all shown that the present claim of the claimants was also taken into consideration before arriving at a settlement. All that it shows is that that the parties had

agreed that the Hauler Drivers should be re-designated as Haulage Khalasis in terms of the Wage Board Categorisation and that those who were in the existing Categories V and VI should be placed in new Category IV as recommended by the Wage Board. So it is clear that the dispute related only to categorisation and that since the Management placed Haulage Khalasis, who were in old Category V in new Category III, the union referred to in Ex. M1 raised the dispute that Haulage Khalasis, who were in old Category V should be placed in new Category IV as per the recommendations of the Wage Board it was finally agreed that the Haulage Khalasis who were in old Category V would be placed in new Category IV. The evidence of M.W.1 clearly shows that even in the Circular dated 13-10-67 issued by the Management, while implementing the recommendations of the Wage Board and when referring to the categorisation it was clearly mentioned that Hauler Khalasis in old Categories V and VI would be placed in new Category IV. A perusal of page 51 of Volume II of the recommendations of Wage Board, which deals about categorisation, shows that even the Wage Board had recommended that Hauler Khalasis who were in old Categories V and VI should be placed in new Category IV. So it is only pursuant to these recommendations that the Management also issued the Circular dated 13-10-1967. It is because the Hauler Khalasis who were in old Category V were placed in new Category III, while implementing the recommendations of the Wage Board, the Union raised objection and finally the settlement the original of Ex. M1 was arrived at. So, as rightly contended by the petitioners representative, this settlement referred to by the respondent has nothing to do with the present claim and so even though there is the settlement the original of Ex. M1 it has nothing to do with the present reference. On a consideration of the evidence place before me I am satisfied that the present reference is a valid reference. So the objection of the respondent that the reference is bad and incompetent is overruled.

8. Coming to the merits of the case, now from the evidence of W.W.1 and M.W.1 it is seen that while implementing the recommendations of the Wage Board the claimants were given service increments so far as their service of Hauler Khalasis is concerned. Now the claim of the claimants is that while implementing the recommendations of the Wage Board their service as Coal Fillers also should be taken into consideration for the purpose of giving service increments. No doubt the petitioner has also examined W.W.2 (Vittanala Satyanarayana) who says that he is one of the claimants, but from his own evidence and the evidence of M.W.1 it is clear that he is not one of the claimants and that B. Satyanarayana, who is referred to as one of the claimants is quite a different person. Now it has to be seen whether the present claim of the claimants is justified. W.W.1 (Kurmala Narasaiah) says that one Venkat Rao who was also a Coal filler is now working as Tyndal, that one Rajan who is also Coal filler is now working as Tyndal, that one Lakshmaiah who was also working as Coal Filler is now working as Plate Layer, that for these three persons two service increments were given taking their service as Coal Filler also into consideration and that now he is asking for two service increments as other two persons were also given two service increments. In his cross examination he says that when he was working as Coal filler he was being paid piece rate, that is, according to the number of tubs filled, that it was not daily rated then, that if they did fill up the tubs due to no fault of

themselves they used to be given old Category V wages that Venkat Rao, Rajan, and Lakshmaiah who were working as Coal Fillers were doing Gang Mazdoor Job prior to becoming Tyndal and Plate Layer, that Gang Mazdoors were in old Category III and that after the Wage Board they were given new Category IV.

9. W.W.2 is working as Tyndal. He says that Venkat Rao and Rajan were given Tyndal job and their service as Coal Fillers was also taken into consideration, that he and those two persons were given Tyndal jobs at the same time, that though one increment was given to him again the Company issued the letter to him stating that they would cut the increment given and they have also collected the amount paid to him but no such amount was recovered from Venkat Rao and Rajan and that if his Coal fillers service is also taken into consideration he has to get two increments. In his cross examination he says that he worked as Coal Filler for three years that he did not work as Hauler Khalasi at any time that he does not know the reasons why again the Company had deducted the amount already paid, that he worked as Gang Mazdoor for more than three years and less than four years, that he was given service increments of 20 paise in new Category IV and that this was again recovered by the Company.

10. M.W.1 says that the Coal fillers job is piece rated and Hauler Khalasi is time rated, that the Coal Filler will fill up in the tubs and he would be paid for the number of tubs filled by him, that the service as Coal Filler was not taken into consideration for service increment after the implementation of the Wage Board recommendations because the Coal Fillers come to a time rated category at their own request for lighter jobs or it is agreed to by the Union, that at the time of implementation of the Wage Board recommendations the service put in by the workers as Coal Fillers was also taken into consideration for awarding service increment in the time rated categories I to III (new) that they follow the principles laid down in Das Gupta Award for granting service increments at pages 67 to 70 under Issue 12 of the Award, that at the time of implementation of the Wage Board recommendations the claimants were given one service increment as they had put in service of nearly three years and 4 months as Hauler Khalasis, as one service increment has to be given for every three years of service, that the original of Ex. W1 relates to Tyndals but not to the Hauler Khalasis, that the present reference has nothing to do with the tyndals, that there was never any instance of time rated men getting service increment on the service put in as Coal Fillers in any of the other Divisions and that Ex. M2 is the copy of the extract from Das Gupta Award as regards the service increments.

11. In his cross examination he (M.W.1) says that at the time of transfer to old Category IV the claimants were given service increments for the service put in by them as Coal fillers and their basic was fixed, that as per Das Gupta Award yearly increments were given to all Categories prior to Wage Board, that it is only as per the original of Ex. W1 that two Tyndals were given new Category IV but it has nothing to do with other Tyndals and Haulage Khalasis, that V. Satyanarayana and other Tyndals represented to the Assistant Labour Commissioner (Central) to give service increments taking coal filling service into consideration and in the course of the discussion in conciliation proceedings the Management represented that similar demands in respect of some other workmen regarding counting Filler service were pending before Industrial Tribunal and so the

Union's representative under the circumstances treated the case as closed, that in the agreement dated 25-7-1965 the Management had stated that in future when piece rated fillers are appointed or transferred to any daily rated category higher than Category V (old) his basic starting will be fixed on the basis of Category V (old) daily rated wages plus the increment of Category V (old) wages for the number of years he has worked as piece rated filler since 1-6-1959, that he does not know whether this agreement is in force or not, that he does not know whether the basic of K. Narasiah was fixed at Rs. 1.58 and basic of B. Satyanarayana was fixed at Rs. 1.49 paise when they were transferred to old Category V and how the calculation was arrived at, that apart from the agreement of July, 1965 mentioned above there is no other agreement where in the general principles of service increment are being calculated taking into consideration the service put in as Coal Filler, that there were Hauler Khalasis (same as Haulage Khalasis) and Coal fillers in old Category V, that their service put in as Haulage Khalasis is taken into consideration for counting service increments as per the definition of the service in particular job given in Das Gupta Award but service of Coal fillers is not taken into consideration that it is not correct to say that it is the designation that is taken into consideration and the service put in in that job is taken into consideration and that in only some special cases they have agreed to treat the same category of workers having worked in two designations for drawing service increments but not as a general principle.

12. So from the evidence of the witnesses referred to it is seen that so far as Coal Fillers, who have been promoted as Haulage Khalasis are concerned their service as Coal Fillers have not been taken into consideration by the Management while implementing the recommendations of the Wage Board and that for some Coal Fillers who were promoted as Tyndals their service as Coal Fillers was also taken into consideration while implementing the recommendations of the Wage Board and that, according to M.W.1, in some special cases they have agreed to treat the same category of workers having worked in two designations for drawing service increments but not as a general principle. Now the respondent wants to rely on the recommendations of the Das Gupta Award so far as the question of giving service increments is concerned and the relevant portion of the recommendations is now marked as Ex. M2. As per Ex.M2 if the substantive appointment of worker was for a lower job and if he is to be fitted into the revised grade corresponding to the job, his service from the date of appointment to the job shall be reckoned and that if his substantive appointment is to the higher job and if he is to be fitted to the grade corresponding to it his total length of service from the date of appointment to the higher job shall be reckoned. Now the contention of the respondent's representative is that in the present case the Coal Fillers were only piece rated and that Haulage Khalasis job is time rated and so when the Coal fillers were promoted as Haulage Khalasis the service as Coal Fillers cannot be taken into consideration as clarified in Das Gupta Award so at the time of implementation of the recommendations of the Wage Board the service as Hauler Khalasis was alone taken into consideration and service increments granted and that the service of Coal Fillers was not taken into consideration, but from the evidence already referred to it is seen that for some of the Coal fillers, who had been promoted as Tyndals, at the choice of the Management the service as Coal Fillers was also taken into consideration at the time of implementation of the

recommendations of the Wage Board and service increments were given. If this is a case where the Management had been following the uniform practice of not taking into consideration the service as Coal Fillers then it may be said that the claimants are not justified in making the present claim. So from the evidence of M.W.1 it is clear that it is only an unfair labour practice that the Management had been following because it is now seen that for some of their choice the service of Coal Fillers is taken into consideration whereas for others the same concession is not given. As rightly contended by the petitioners representative in all these cases it is only the designation that counts and so when a worker who worked as Coal Filler is promoted as Haulage Khalasis in the normal course the service as Coal Fillers should also be taken into consideration, even though it is only piece rated because even from the evidence of M.W.1 it is seen that as per Das Gupta Award yearly increments were given to all categories prior to Wage Board recommendations. It is also now seen from Ex.W1 (it is the same as Ex.W4) that when one Venkat Rao and Kudikutala Rajan the Tyndals and D. Lakshmaiah the plate laying Muccadam raised dispute that their service increments as Fillers were not counted at the time of the implementation of the recommendations of the Wage Board, this matter was conciliated upon and that finally the agreement the original of Ex.W1 was arrived at and it shows that the Management had agreed to give service increments as claimed by them. It is also seen from Ex.W2 that in view of the representations made by the Fillers, who were promoted or transferred to other categories, for fixing their wages based on their average earnings that particular settlement was arrived at on 25-7-1965 and a perusal of it shows that the parties had agreed that when piece rated Filler is appointed or transferred to daily rated category higher than Category V.(old) his basic starting would be fixed on the basis of Category V daily rated wages plus the increment of Category V wages for the number of years he had worked as piece rated fillers since 1st June, 1959. Now the evidence of M.W.1 is that apart from this agreement there is no other agreement wherein the general principle of service increments is being calculated taking into consideration the service put in as Coal Fillers. It is also seen from Ex.W3 that when the present claimants represented the matter to the Government of India through their Union, it had sent a communication the original of Ex.W3 dated 20-7-1970 wherein the Government of India stated that those two workers were eligible for the benefits of their previous service as Coal Fillers for the purpose of granting increments and that the Management should re-examine this matter. So the evidence now adduced, taken as a whole, clearly shows that the claim of the claimants that their service as Coal Fillers should also be taken into consideration at the time of implementation of the recommendations of the Wage Board for purpose of giving them service increments is quite justified. It is not open to the management to pick and choose same workmen who worked previously as Coal Fillers and who were promoted to daily rated category and take their service as Coal fillers for the purpose of giving service increments at the time of implementation of the recommendations of the Wage Board and deny the same privilege to other workers equally placed. This attitude on the part of the Management cannot be countenanced as this sort of method adopted by the Management is nothing short of unfair labour practice. I am satisfied that the claim of the present claimants is justified and that the stand taken by the Management for not taking into consideration the service put in by the claimants as Coal Fillers

for the purpose of giving service increments at the time of implementation of the recommendations of the Wage Board is not correct.

13. For all the aforesaid reasons I hold on the dispute referred to this Tribunal for adjudication that the Management of Ravindrakhani No.1 of Mandamari Division of Singareni Collieries Company Limited is not justified in refusing to count piece rated Coal Fillers service of Kurmal Narsiah and S. B.Satyanarayana Haulage Khalasis in Ravindrakhani No.1 for purpose of granting service increments under the Wage Board recommendations and the Management is directed to count the piece rated coal fillers services also of these two claimants also for the purpose of granting service increments under the Wage Board recommendations.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 3rd day of February, 1973.

P. S. Ananth
INDUSTRIAL TRIBUNAL.

APPENDIX OF EVIDENCE.

Witness Examined For Workmen:	Witnesses Examined For Employers:
W.W.1 Kormala Narasaiah	M.W.1 P.T. Thomas.
W.W.2 Vittanala Satyanarayana.	

Documents Exhibited for Workmen.

Ex.W.1 Copy of the Memorandum of settlement dt.24-8-71 under Sec.12(3) of I.D. Act between the Management S.C.Co. Ltd., Mandamari Division and their Workmen represented by Tandur Coal Mines Labour Union, Bellampalli.

Ex.W.2 Copy of the Memorandum of settlement dt. 25-7-65 under Sec.12 of I.D. Act between the Management, S.C. Co. Ltd., Kothagudem and their Workmen represented by Tandur Coal Mines Labour Union, Bellampalli.

Ex.W.3 Copy of the Letter dt.20-7-70 of Asst. Labour Commissioner (C) Hyderabad addressed to the General Manager S.C. Co. Ltd., Kothagudem regarding grant of increments to Sarvashri Kurmal Narsiah and B. Satyanarayana.

Ex.W.4 Copy of the Memorandum of settlement under Sec.12 (3) of I.D.Act, 1947 dt.21-9-71 between the Management S.C.Co.Ltd., Mandamari Division and their workmen represented by Tandur Coal Mines Labour Union, Bellampalli.

Ex.M.5 Copy of the letter dt.23-7-72 of S. Nagaiyah Reddy, President, T.C.M.L. Union addressed to the Asst. Labour Commissioner (C) Hyderabad regarding service increments of five tyndals.

Ex.W.6 Copy of the Minutes of discussions held on 28-9-1972 at Mandamari Agents' Office.

Documents Exhibited For Employers.

Ex.M.1 Copy of the Memorandum of settlement under Sec. 12 (3) of I.D. Act between the Management, S.C.Co. Ltd., and their Workmen represented by the S.C. Workers' Union, S.C. Mazdoor Sangh, T.C.M.L. Union and A.P.C.M.Sangh in course of conciliation proceedings held from 11th to 14th March, 1968.

Ex.M.2 Extract of Circular No.P49/2782-II/2927, dt. 13-10-67 of General Manager, S.C.Co.Ltd., Kothagudem.

INDUSTRIAL TRIBUNAL.

New Delhi, dated the 6th March, 1973

S.O. 828—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Belampalli Division of Singareni Collieries Company Limited, Post Office Belampalli (Andhra Pradesh), and their workmen, which was received by the Central Government on the 27th February, 1973.

[No. L/2111/5/71-LRII]

KARNAIL SINGH, Under Secy.

BEFORE THE INDUSTRIAL TRIBUNAL
(CENTRAL) AT HYDERABAD.

Present : Sri P. S. Ananth, B.Sc., B.L.,
Industrial Tribunal (Central)
Hyderabad.

INDUSTRIAL DISPUTE NO. 90 OF 1971

BETWEEN

Workmen of Singareni Collieries Company Limited, Bellampalli Division, Shanti Khani (P. O.) Bellampalli (A.P.)

AND

Management of Singareni Collieries Company Limited, Bellampalli Division, Shanti Khani, (P.O.) Bellampalli (A.P.)

APPEARANCES :

Sri S. Nagaiah Reddy, President, Tandur Coal Mines Labour Union, for Workmen.

Sri M. Shyam Mohan, Personnel Officer, S.C.Co. Ltd., Bellampalli, for Management.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. L/2111/5/71-LRII dated 16-12-1971 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely:—

"Taking all the circumstances of this case into consideration is the management of Shanti-khani, Bellampalli Divi-

sion of Singareni Collieries Company Limited, justified in laying off without wages the following fillers of Gang Nos. 13 and 14 on the 15th and the 16th April, 1971 respectively ? If not to what relief are the said workmen entitled?

1. Shri Lingam Chandriah.
2. Shri Boddula Chandriah.
3. Shri Pasikanti Rayamaloo.
4. Shri Jamme Odelloo.
5. Shri Thotapalli Ankuloo.
6. Shri Kambala Gurvaiah.
7. Shri Chedipalli Mallaiah.
8. Shri Akkapaka Mallaiah.
9. Shri Katam P. Posham.
10. Shri Akunuri Posham.
11. Shri Buddarthi Gattaiah.
12. Shri Morapalka Lingiah.
13. Shri Erkala Rayamallu.
14. Shri Kasthuri Sammaiah.
15. Shri Bathula Rajam.
16. Shri Puttapaka Iylaiah.
17. Shri Dongeri Buchaiah.
18. Shri Edla Mallaiah.
19. Shri Kollabathula Rayamaloo.
20. Shri Akula Venkay.
21. Shri Bommedi Bheemaiah.
22. Shri Kasarla Mallaiah.
23. Shri Oddi Komaraiah.
24. Shri Akula Posham.
25. Shri Chinthapuri Posham.
26. Shri Gaddam Sammaiah.
27. Shri Kampalli Rajam.
28. Shri E. K. Ali.
29. Shri Mittapalli Laxmaiah.
30. Shri Sabbani Muthaiah.
31. Shri Engala Rayamaloo.
32. Shri Bejjanki Rajam.
33. Shri Kadari Madanaiah.
34. Shri Ravula Laxmaiah.
35. Shri Dwarka Prasad.
36. Shri Ande Komtaraiah.
37. Shri Oddi Komaraiah.
38. Shri Pendala Rajam.
39. Shri Durgam Rajam.
40. Shri Saliganti Rajam.
41. Shri Ranga Malliah.
42. Shri Manda Rayalingoo.
43. Shri Kadari Madanaiah.
44. Shri Bejjanki Rajam.

45. Shri Engala Rayamaloo.
46. Shri Sabbani Muthaiah.
47. Shri Mittapalli Laxmaiah.
48. Shri S. K. Ali.
49. Shri Kampalli Rajam.
50. Shri Renelli Lingaiah.
51. Shri Ande Komaraiah.
52. Shri Perka Lingaiah.
53. Shri Jaggapalli Rayaratham.
54. Shri Ankam Bondyaloo.
55. Shri Keerthi Posham.
56. Shri Cogarla Rayamaloo.
57. Shri Gaddam Sammaiah.
58. Shri Chintapuri Posham.
59. Shri Akula Posham.
60. Shri Oddi Komaraiah.
61. Shri Kasarla Mallaiah.
62. Shri Bommidi Bheemaiah.
63. Shri Akula Venkatay.
64. Shri Kollabothula Rayamaloo.
65. Shri Edla Mallaiah.
66. Shri Dongari Buchaiah.
67. Shri Puttapaka Iylaiah.
68. Shri Bathula Rajam.
69. Shri Pasikauti Lingaiah.
70. Shri Kasthuri Lingaiah.
71. Shri Ekkala Rayamaloo.
72. Shri Morapaka Lingaiah.
73. Shri Jaguta Posham.
74. Shri Kotipalli Lingaiah.

This reference was taken on file as Industrial Dispute No. 90 of 1971 and notices were issued to the parties. For the purpose of convenience the workmen of Singareni Collieries Company Limited, in Shanti Khani, Bellampalli Division are referred to as the petitioners and the Singareni Collieries Company Limited, Shanti Khani, Bellampalli Division as referred to as the respondent in the course of this award.

2. The claimants in this case are the Fillers of Gang Nos. 13 and 14 Shanti Khani. The petitioners are represented by the Tandur Coal Mines Labour Union, Bellampalli (hereinafter referred to as the said Union) and the President of the said Union filed the claims statement contending as follows : The Management of the Collieries declared lay-off under Section 25(E)(iii) of the said Act. The workers mentioned in the list are working as Coal fillers in 4 rise of 15 level south and 9 dip of 16 level north in Shanti Khani, Bellampalli on 15-4-1971 and 16-4-1971. The said lay-off is both illegal and improper. There is Union rivalry between the Andhra Pradesh Colliery Mazdoor Sangh an unrecognised Union and the said Union which is the recognised Union. The Coal-filers of 15 and 16 gangs instigated by the A. P. Colliery Mazdoor Sangh prevented the Coal fillers of Gang Nos. 13 and 14. The Management were extending their support to the said rival Union. The Management instead of taking appropriate action against the strikers and against their uncontrolled mischief declared lay-off on 15-4-1971 and 16-4-1971 causing heavy loss to the earning of 74 Coal fillers. The action of the Management does not attract the protection of provisions of Section 25 (E)(iii) of the said Act as the strike of the Coal fillers of Gang Nos. 15 and 16, who were allotted work on 11 dip on 13 level north and 14 level north of 10 rise had no effect on the working of the Coal-filers of Gang No. 13 and 14 in 4 rise of 15 level south and 9 level north in Shanti Khani. So the Management may be directed to pay the wages for 15-4-1971 and 16-4-1971 to all the Coal fillers of Gang Nos. 13 and 14 with all attendant benefits such as bonus leave wages etc.

3. The respondent filed a counter contending as follows:—The reference is not maintainable and the list of persons appended is incorrect and the strength of Fillers varies from day to day. It is admitted in the claim that lay-off under Section

25(E)(iii) of the said Act was declared by the Manager, Shanti Khani. The workers who were rightly laid off Section 25 (E) (iii) under of the said Act were Coal fillers belonging to Gang Nos. 13 and 14 who were allotted work without any disturbance in Bottom Seam. The said workers were laid off as they could not turn out any work during the first two hours of their respective shifts on 15-4-1971 and 16-4-1971. The plea taken was that Gang Nos. 15 and 16 after leaving the place of work in 11 dip of 13 LN, 14 LN of 10 rise proceeded to obstruct the Fillers from working in 4 rise 18 LS and 9 dip. 16 LN. It is just and proper that any filler who has not turned out any work by filling of tubs is not entitled for any wages as they are workers by piece-rate. In this case the Fillers of Gang Nos. 15 and 16 and Fillers of Gang Nos. 13 and 14 came to grips and after altercation did not turn out any work. Therefore the Management had to proceed under the provisions of the Industrial Disputes Act and treated Gang Nos. 15 and 16 as striking workmen with the result that Gang Nos. 13 and 14 were laid off without compensation. As per rules the relevant forms were duly filled and despatched to the concerned authorities. Similarly notices of Lay-off were put in good time and the concerned Coal fillers were asked to leave the Mines. It is admitted in the claim that there is Union rivalry between A.P. Colliery Mazdoor Sangh an unrecognised Union and T.C.M.L. Union (the said Union) which is a recognised Union. Assuming that there is Union rivalry, it is admitted in the claim statement that one set of workmen stopped the other set of workmen for reasons best known to them. All other allegations are denied. It is within the province and discretion of the Management to lay off the workmen "for any other reason". Gang Nos. 15 and 16 were directed to go to their usual place of work and they obeyed the instructions, but later on suddenly changed their idea in underground and obstructed other Fillers of Gang Nos. 13 and 14. The obstructionist tactics by one set of Fillers bringing about cessation of work by the other set of Fillers in a lightning manner left the Management with no other remedy like offering alternative employment to the persons by re-arranging their working places. So the Management had to invoke the provisions of Section 25 (E)(iii) of the said Act. Both the set of gangs whether strikers or persons who could not turn out any work on the said days are treated alike and are not entitled to wages. The system of rotation in Shanti Khani that was the subject matter of the Agreement of 12-5-1970 was not applicable to gang Nos. 15 and 16. They had to work in the allotted working places. The workers laid off resumed work unconditionally at their allotted places of work from 1st shift of 17-4-1971 and the strikers of Gang Nos. 15 and 16 resumed their allotted places of work unconditionally from their 1st shift of 19-4-1971. As the Management had no other go except to apply the provisions of the said Act in respect of strike and lay-off and so the action of the Management is justified.

4. The dispute that is referred to this Tribunal for adjudication is taking all the circumstances of the case into consideration whether the Management of Shanti Khani, Bellampalli Division of Singareni Collieries Company Limited is justified in laying off without wages the Fillers of Gang Nos. 13 and 14 on 15-4-1971 and 16-4-1971 ?

5. The claimants in this case are the Coal fillers of Gang Nos. 13 and 14 working in Shanti Khani of Bellampalli Division of Singareni Collieries Company Limited. The petitioners have not let in any oral or documentary evidence. The respondent examined the Manager of Shanti Khani as M.W.1 (B.P. Pai) and marked Exs. M1 to M9 on its side. Now it is common ground that since the Coal fillers of Gang Nos. 15 and 16, who were working in the North side of the Bottom Seam obstructed the Coalfillers of Gang Nos. 13 and 14 who are allotted work in the South side of the Bottom Seam on 15-4-1971 and on 16-4-1971 due to inter Union rivalry between the said Union and the unrecognised Union by name the Andhra Pradesh Colliery Mazdoor Sangh with the result that the Coal fillers of Gang Nos. 13 and 14 were laid off on 15-4-1971 and on 16-4-1971 under Section 25(E) (iii) of the said Act treating the Coal fillers of Gang Nos. 15 and 16 as strikers.

6. M.W.1 says that Gang Nos. 13, 14, 15 and 16 normally work in Bottom Seam that on 14-4-1971 morning at 7.00 a.m. Gang Nos. 13 and 14 were allotted working places in the South side of Bottom Seam and Gang Nos. 15 and 16 were allotted working places in the North side of Bottom seam, that these four gangs accepted their allotment on surface and went underground for work, that after a little time they found that coal fillers of Gang Nos. 15 and 16 had prevented Gang Nos. 13 and

14 from carrying out their allotted work, that Gang Nos. 15 and 16 demanded that they should be given working places in the South side, that Gang Nos. 13 and 14 should be given working places in the South side and that Gang Nos. 13 and 14 should work in the North side, that Gang Nos. 15 and 16 prevented the movement of tubs in the District and so normal work was not possible, that alternative working places were also not available, and so the Management was forced to declare lay-off to Gang Nos. 13 and 14 and Gang Nos. 15 and 16 were treated as on strike, that in Shanti Khani there are three Unions, namely T.C.M. Labour Union, Singareni Collieries Workers' Union and A.P. Mazdoor Sangh, that there is rivalry between these Unions but he does not know whether there were any rivalry among the Coal fillers at that time, that the lay-off was declared on all the three shifts on 15-4-1971 and 16-4-1971, that Exs. M1 to M6 are lay-off notices for all the six shifts, that the lay-off notices were put up within one hour of the commencement of the shifts, that for each day the returns were sent, that Ex. M7 is the copy of the letter enclosing the Form No. 0-1 relating to the lay off on 15-4-1971 and Ex. M8 is the copy of the letter enclosing the Form No. 0-1 relating to the lay-off on 16-4-1971 which shows the number of workers laid off, that Ex. M9 is the copy of the settlement entered into before the Conciliation Officer on 12-5-1970, that as per that rotation should be every three months as shown in Items 1 and 3 and that this rotation refers to the Coal fillers working in Middle Seam in Shanti Khani but it does not relate to the Bottom Seam, that Gang Nos. 15 and 16 demanded rotations on the basis of this agreement and this was a sudden demand made, that there was no prior demand made in writing that on both these days the Coal fillers obstructed throughout their respective shifts, that no tubs were filled by Gang Nos. 13 and 14 on those two days, that no work commenced in view of the obstruction caused by Gang Nos. 15 and 16 and that this trouble of rotation is happening from 1969 onwards, that whenever cases of obstruction happened lay-off was declared on prior occasions also that alternative work would be shown if alternative working places are available, that on 15-4-1971 and on 16-4-1971 there were no alternative working places available for such a large number of coal fillers and so they could not be given alternative work, that on 15-4-1971, 41 Coal fillers were laid off in the three shifts put together and that on 16-4-1971 in all 34 Coal fillers were laid off in all the three shifts put together that on 17-4-1971 there was no resumption of work by Gang Nos. 15 and 16 but they did not go down the Mine and so there was no obstruction caused to Gang Nos. 13 and 14 and so normal work went on that day, that there were no demands raised by Gang Nos. 13 and 14 and subsequently there had been no trouble in the Bottom Seam.

7. In this cross examination he (M.W.1) says that in Shanti Khani the total number of Coal filling Gangs is 16, that the Management allot work to these 16 gangs, that on 15-4-1971 and 16-4-1971 the Management allotted work to Gang Nos. 13, 14, 15 and 16, that no demands were raised by Gang Nos. 13 and 14, on those two days, that Gang Nos. 15 and 16 did not raise any demands on the surface on 15-4-1971, that the Overman reported orally that after going underground Gang Nos. 15 and 16 demanded change of working place, that they had obstructed Gang Nos. 13 and 14, from working, that when the Overman reported orally on 15-4-1971 charge sheets were issued to some of the Coal fillers of Gang Nos. 15 and 16 on 16-4-1971, that since the Coal fillers of Gang Nos. 15 and 16 had come for work on 16-4-1971 also they had to allot them work as they cannot stop them from working, that the Coal fillers of Gang Nos. 13 and 14 could not begin the work at all due to this, obstruction that the lay off was declared after the Gang Nos. 13 and 14 had gone underground to their working places, that Gang Nos. 13 and 14 never said that they won't work, that in the Bottom seam the Coal fillers will be about 40 and the workers of other Categories are about 15 in each shift and this is the maximum number in the shift, that the Coal cutters and Trimmers never struck work on those two days, that the working places of Gang Nos. 15 and 16 and the working places of Gang Nos. 13 and 14 are independent working places in the Bottom Seam, that if the Coal cutters go on strike coal cannot be supplied to Coal fillers, that when the Gang Nos. 15 and 16 obstructed the Gang Nos. 13 and 14 there was no violence and none were manhandled, that none of the Gangmen of Nos. 15 and 16 gangs were dismissed or suspended but only charge sheets were issued and no further action was taken as they gave assurance after the resumption of work that they won't interfere with the work of Gang Nos. 13 and 14 and that Gang Nos. 13 and 14 did not commit any wrong on 15-4-1971 or 16-4-1971.

8. So from the evidence of M.W.1 and the claims statement filed by the petitioners it is clear that it is because of some rivalry

between the said Union and another unrecognised Union, through the Coal fillers of Gang Nos. 15 and 16 gangs, who were allotted working places in the North side of the Bottom Seam on 15-4-1971 and 16-4-1971, having gone to their working places later on they caused obstruction to the Coal fillers of Gang Nos. 13 and 14, who were allotted working places on the south side of the same Bottom Seam by raising a sudden demand that they should be given the working places in the south side of the Bottom Seam and that it is because of this lightning strike caused by the striking coal fillers of Gang Nos. 15 and 16 the Coal fillers of Gang Nos. 13 and 14 were laid off as they could not do any work due to this obstruction and as there was no other alternative employment that could be found for them for the two days in question. No doubt it is elicited from M.W. 1 that the Coal fillers of Gang Nos. 13 and 14 were not at fault and that they never refused to do any work and that they did not commit any wrong on 15-4-1971 or on 16-4-1971 and from this it is contended by the petitioners' representative that the Management is not justified in laying off the coal fillers of Gang Nos. 13 and 14, but from the evidence referred to it is clear that this is only a lightning strike that was commenced by the Coal fillers of Gang Nos. 15 and 16 after going to their working places. If it is a case where even before the Coal fillers of Gang Nos. 15 and 16 entered the mine they had declared that they would go and obstruct the Coal fillers of Gang Nos. 13 and 14 and if inspite of it the Management had allowed them to go down then different considerations might have arisen in view of the fact that the working places of Gang Nos. 15 and 16 and the working places of Gang Nos. 13 and 14 are independent working places in the Bottom Seam. It is also now seen for the evidence that when the Coal fillers of Gang Nos. 15 and 16 caused obstruction on 15-4-1971 the Management had issued charge sheets to some of them. No doubt it may be contended that when once the Coal fillers of Gang Nos. 15 and 16 had obstructed the Coal fillers of Gang Nos. 13 and 14 on 15-4-1971 the Management was not justified in sending the Coal fillers of Gang Nos. 15 and 16 into the Mine again on 16-4-1971 without finding out definitely from them whether they would go and work or whether they would cause obstruction, but when charge sheets were issued to some of the striking coal fillers in the usual course one would expect that they may change their mind and go and work. Now the evidence of M.W. 1 is that since the striking Coal fillers had come for work on 16-4-1971 also they could not stop them and so they had to provide them with work and so they were provided with work. The evidence in this case does not show that on 16-4-1971 the Coal fillers of Gang Nos. 15 and 16 never gave indication on the surface, before entering into the Mine, that they would be causing obstruction to the Coal fillers of Gang Nos. 13 and 14. So when the Coal fillers of Gang Nos. 15 and 16 had come for work on 16-4-1971 the Management would have thought that they would go and work without going any trouble and so Management would have allowed them to go and it is also now seen from the evidence that the Management had issued some charge sheets on 16-4-1971 which would have also made the Management to think that on 16-4-1971 the Coal fillers of Gang Nos. 15 and 16 might not cause any further obstruction. Now the evidence of M.W. 1 is that no action was taken pursuant to the charge sheets issued because they gave assurance after the resumption of work that they won't interfere with the work of Gang Nos. 13 and 14. So taking into consideration all the circumstances referred to in this case, I am satisfied that the Management was left with no other option except to impose lay-off on the two days in question and so its action can be justified on the merits.

9. It is also contended by the petitioners' representative that there is no justification for invoking the provision of Section 25(E) (iii) of the said Act in this case because this particular section is with reference to cases where there is any strike or slowing down of the production on the part of the workers in another part of the same establishment and that in this case even the evidence of M.W. 1 shows that the working places in the Bottom Seam where Gang Nos. 15 and 16 were working and the working places where the Gang Nos. 13 and 14 were working were independent places in the Bottom Seam and that even if there had been any strike by Gang Nos. 15 and 16 it would not affect the working places where coal fillers of Gang Nos. 13 and 14 were working and that it is only because of the obstruction caused by the Coal fillers of Gang Nos. 15 and 16 that no work could be done by the Coal fillers of Gang Nos. 13 and 14 and that if the Management had taken prompt steps and prevented the Coal fillers of Gang Nos. 15 and 16 from causing obstruction to Coal fillers of Gang Nos. 13 and 14, there would not have been any necessity for declaring any lay off and so the action of the Management in taking steps under Section 25(E) (iii) of the said Act is not justified. The respondent's representative on the other hand contended that the action of the Mana-

gement in invoking the provisions of Section 25(E)(iii) of the said Act is justified since there was a lightning strike in one part of the same establishment. In support of his contention he relied upon the decision reported in LONETREE ESTATE v. INDUSTRIAL TRIBUNAL [1962 (II) LLJ, page 319] wherein this Lordship while referring to the decision reported in KAIRBETTA ESTATE v. RAJAMANICKAM AND OTHERS [1960 (II) LLJ, page 275] observed that the Supreme Court has held that a strike in another part of the establishment can be a reason for lay off. He also relied upon the decision reported in A.C.C LTD. v. THEIR WORKMEN [1960 (I) LLJ, page 1 (Supreme Court)] in support of his contention that when there is a strike in one part of the establishment the Management is justified in invoking the provisions of Section 25 (E) (iii) of the said Act, and that the principles laid down in this decision applies to the present case.

10. In view of the above contentions put forward by both parties it has to be seen whether it can be held that the strike of the Coal fillers of Gang Nos. 15 and 16 in the north side of the Bottom Seam be said to be a strike in another part of the same establishment as contemplated under Section 25 (E) (iii) of the said Act and whether principles laid down in the decisions relied upon by the respondents' representative can be applied to the facts of the present case. Before considering this aspect of the question it would be useful to refer to the relevant portions of the said Act relating to lay off and strike. Section 2 (kkk) of the said Act defines lay-off and as per this definition lay-off means the failure, refusal or inability of an employer on account of shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reason to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been re-employed. Section 2 (q) of the said Act defines the strike and as per this definition strike means a cessation of work by a body of persons employed in any industry acting in combination, or a concerted refusal, or a refusal under a common understanding, of any number of persons who are or have been so employed to continue to work or to accept employment. Section 22 of the said Act deals with prohibition of strikes and lockout as per Section 22 (i) of no person employed in a public utility service shall go on strike in breach of contract without giving to the employer notice of strike, within six weeks before striking, or within fourteen days of giving such notice, or before the expiry of the date of strike specified in any such notice as aforesaid, or during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings. Under Section 24 of the said Act a strike shall be illegal if it is commenced or declared in contravention of Section 22 of the said Act. Under Section 25 (E) (iii) no compensation shall be paid to a workman who has been laid off if such laying off is due to a strike or slowing down of production on the part of workmen in another part of the establishment.

11. Now from the evidence it is seen that the working places given to Gang Nos. 15 and 16 and the working places given to Gang Nos. 13 and 14 were different places though these working places are in the Bottom Seam. It is contended by the respondent's representative that so far as Singareni Collieries are concerned it is a public utility service and so the lightning strike commenced by the Coal fillers of Gang Nos. 15 and 16 without any prior notice as contemplated under Section 22(i) of the said Act is an illegal strike. As already stated, the evidence in this case also shows that if there had been any strike in the places where the Coal fillers of Gang Nos. 15 and 16 were working it would not normally affect the working of the Coal fillers of Gang Nos. 13 and 14. So, though different working places in Bottom Seam constitute parts of the same establishment so far as work in the South side of Bottom Seam is concerned it can go on even though there may be any strike in the North side of the Bottom seam unless these striking men of Gang Nos. 15 and 16 come and obstruct the work of coal fillers of Nos. 13 and 14. Now it has to be seen whether the decision reported in 1960 (I) LLJ, page (1) can be applied to the facts of the present case. The question that arose for decisions was whether the lay-off of the workers in certain sections of the Chaibasa Cement Works was due to a strike on the part of workmen in another part of the establishment within the meaning of Section 25(E) (iii) of the said Act. In that case there was strike in the Limestone Quarry in Rajanka and it was contended that this particular limestone quarry was part of the establishment known as Chalbasa Cement Works. In that case their Lordships had occasion to consider the meaning of the words "one establishment" and after considering the evidence in the case before their

Lordships, they observed that adjacent limestone quarry supplied the raw material, almost exclusively, to the factory and that the quarry was indeed a feeder of the factory and that without limestone from the quarry, the factory could not function and that the only fair conclusion from the facts proved in that case was that the Chaibasa Cement Works consisting of the factory and the limestone quarry formed one establishment and in that view their Lordships upheld the contention of the management that the limestone quarry and the factory constituted one establishment within the meaning of Section 25(E)(iii) of the said Act and that since the lay-off in the factory was due to non-supply of limestone by reason of the strike by the limestone quarry and that being that position the qualification in Section 25 (E) (iii) clearly applied to the workmen at the factory and so they were not entitled to claim lay-off compensation.

12. So from this decision it is clear that if one part of the establishment is dependant on the work in the others part of the same establishment and that part of the establishment goes on strike, then the Management would be perfectly justified in invoking the provisions of Section 25(E)(iii) of the said Act and laying off the workers in the other part of the same establishment who do not actually go on strike. Applying the principle laid down in the said decision to the facts of the present case, no doubt it is seen that the work in one part of the establishment, namely, the work in the northern side of the Bottom Seam is not depending on the work of in the South side of the Bottom Seam even though there is strike in the Northern side of the Bottom Seam, but all these working places are only in one Seam, namely, the Bottom Seam. If there had been any strike in other seams like Middle Seam and Top Seam etc. and if those striking workmen had come all the way to the Bottom Seam and obstructed the workers working in the South side of the Bottom Seam and if the Management had not taken any steps to prevent those striking workmen from coming to the Bottom Seam then it can be said that the Management is at fault and that having allowed striking workmen to go to another Seam and obstructing the workmen there, the Management would not be justified in invoking the provision of Section 25(E) (iii) of the said Act. But here the evidence clearly shows that in the same Seam one set of workers working in different working place commenced a lightning illegal strike and prevented the workers in another working place in the same Seam, namely the Bottom Seam. The evidence in this case also shows that the Management also issued some charge sheets to some of the striking workmen and that from next day onwards there was no further obstruction caused to the coal fillers of Gang Nos. 13 and 14. Under the circumstances of this case it can be said that there had been strike in part of the establishment which is a part of the Bottom Seam and so the Management had to lay off the coal fillers of Gang Nos. 13 and 14.

13. The respondent's representative also relied upon the decision reported in ZANDU PHARMACEUTICAL WORKS v. R. N. KULKARNI & CO [1966(I)LLJ, page 560] in support of his contention that the Management is justified in invoking the provisions of Section 25(E) (iii) of the said Act. A perusal of this decision shows that the petitioners therein, who were carrying on business on manufacturing medicines and drugs had employed a large number of workmen for the factory and that when certain workmen employed went on an illegal strike, the petitioners therein had laid off the non-striking workmen with a view to protect the non-striking workmen and their own properties in view of the situation created by the striking employees. Then the non-striking workmen filed individual applications for recovery of lay-off compensation, under the provision of Section 33(1) of the said Act. When it was contended before his Lordship that Section 25(E) (iii) of the said Act can apply only when an establishment is divided into different parts but not when there are no different parts in an establishment, his Lordship observed that there was no reason to interpret the words "part of the establishment" as canvassed by the counsel for the petitioners therein and that the word "part" as used in Section 25(E) (iii) of the said Act must be interpreted as meaning workmen other than those who were on strike or have slowed down production, even if both the categories of workmen be doing the same kind of work or even in the same part of the factory premises. His Lordship also further observed that Section 25(E) (iii) of the said Act provides that no lay-off compensation need be paid when some workmen are laid off due to a strike, which means strike of workmen other than those who are laid-off and that there is therefore naturally inherent in this provision that there must be a strike in one part of the establishment, that is, of one section of the workmen and due to that

reason, there is a lay-off of workmen in another part of the establishment, that is, of workmen other than those on strike. So under the circumstances of that case his Lordship held that the non-striking workmen were laid off due to the strike on the part of the workmen in another part of the establishment and so Section 25(E)(ii) of the said Act applied to that case. A perusal of this decision also shows that it is because the factory was one unit and it is because some of the workmen in the factory had struck work, in order to protect non-striking workmen and also the property the lay-off was declared under Section 25(E)(ii) of the said Act. So as laid down in this decision the word "part" as used in Section 25(E) (ii) of the said Act must be interpreted mentioning as workmen other than those who were on strike or slowing down production, even if both the categories work by doing some kind of work or even in the same factory premises. In the present case it is because of the action of the Coal fillers of Gang Nos. 15 and 16 working in a portion of the Bottom Seam the work of the Coal fillers of Gang Nos. 13 and 14 working in a different portion of the same Bottom Seam was affected. Under Section 25(E)(ii) of the said Act no compensation shall be paid to the workmen who has been laid off if such laying off is even due to slowing down of the production on the part of the workmen in another part of the establishment. So in this case it is because of the lightning strike of the coal fillers of Gang Nos. 15 and 16 working in a portion of the Bottom Seam the work in another portion of the Bottom Seam where coalfillers of Gang Nos. 13 and 14 were working slowed down, that is, no work could be turned out by the coal fillers of Gang Nos. 13 and 14. The evidence in this case also shows that the respondent could not find any alternative employment to these coal fillers in question. So under the circumstances of this case the respondent was perfectly justified in invoking the provisions of section 25(E) (ii) of the said Act and laying off coal fillers of Gang Nos. 13 and 14 on 15-4-1971 and on 16-4-1971.

14. For all the aforesaid reasons I hold on the dispute referred to this Tribunal for adjudication that taking all the circumstances of this case into consideration the Management of Shanti Khani Bellampalli Division of Singareni Collieries Company Limited is justified in laying off without wages the coal fillers of Gang Nos. 13 and 14 on 15-4-1971 and 16-4-1971 respectively and that these Coal fillers in question are not entitled to any relief in the present proceedings.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 27th day of January, 1973.

P. S. ANANTH, Presiding Officer

APPENDIX OF EVIDENCE

<i>Witnesses Examined For Workmen</i>	<i>Witnesses Examined For Employers</i>
W.W.1 Pasals Komariah.	M. W. 1 B. P. Pai
W.W.2 Kududula Rajam.	M.W. 2 E.A.Vincent.
W.W. 3 V. Mutyalu.	

Documents Exhibited For Workmen

NIL.

Documents Exhibited For Employers

- Ex.M.1 Memorandum of Settlement dated 12th May, 1970 arrived at under Sec. 12(3) of the Industrial Dispute Act between the Management of Singareni Collieries Company Limited and the workmen represented by Tandur Coal Mines Labour Union.
- Ex.M.2 Lay Off notice under Section 25 E(iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 2nd May, 1970 in 1st Shift.
- Ex.M.3 Lay Off notice under Section 25 E(iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 2nd May, 1970 in 2nd shift.

APPENDIX OF EVIDENCE

<i>Witnesses ex- mined For Workmen</i>	<i>Witnesses examined for Employers</i>
Nil.	M.W. 1 B. P. Pai.

Documents exhibited for Workmen.

Nil

Documents exhibited for Employers.

- Ex.M.1 Lay off notice under Sec. 25 E(iii) of the I.D. Act, 1947 issued by the Manager, Shanti Khani on 15-4-1971 in 1st Shift.
- Ex.M.2 Lay off notice under Sec. 25E(iii) of I.D. Act, 1947 issued by the Manager, Shanti Khani on 15-4-1971 in 2nd shift.
- Ex.M.3 Lay off notice under Sec. 25E (iii) of I.D. Act, 1947 issued by the Manager, Shanti Khani on 15-4-1971 in 3rd shift.
- Ex.M.4 Lay off notice under Sec. 25E (iii) of I.D. Act, 1947 issued by the Manager, Shanti Khani on 16-4-1971 in 1st shift.
- Ex.M.5 Lay off notice under Sec. 25E(iii) of I.D. Act, 1947 issued by the Manager, Shanti Khani on 16-4-1971 in 2nd shift.
- Ex.M.6 Lay off notice under Sec. 25 E(iii) of I.D. Act, 1947 issued by the Manager, Shanti Khani on 16-4-1971 in 3rd shift.
- Ex.M.7 Letter dt. 16-4-1971 of the Manager, Shanti Khani sent to the Regional Labour Commissioner (C) Hyderabad enclosing the Form 0-1 in respect of Lay off declared in all the 3 shifts on 15-4-1971.
- Ex.M.8 Letter dt. 17-4-1971 of the Manager, Shanti Khani sent to the Regional Labour Commissioner (C) Hyderabad enclosing the Form 0-1 in respect of Lay off declared in 3 shifts on 16-4-1971 and Form 0-2 that the Lay-off was ended on 17-4-1971 at 7-00 a.m.
- Ex.M.9 Memorandum of settlement under section 12(3) of I.D. Act between the Management of Singareni Collieries Company Limited and the workmen represented by Tandur Coal Mines Labour Union on 12-5-1970.

P. S. ANANTH, Presiding Officer

New Delhi, the 6 March, 1973

S. O. 829:—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the dispute between the employers in relation to the management of Belampalli Division of Singareni Collieries Company Limited, Post Office Belampalli (Andhra Pradesh) and their workmen, which was received by the Central Government on the 27th February, 1973.

[No. 1/39/70-LRII.]

KARNAIL SINGH, Under Secy.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Present :

Shri P.S. Ananth, B.Sc., B.L., Industrial Tribunal, Hyderabad.

Industrial Dispute No. 2 of 1971

BETWEEN

Workmen of Singareni Collieries Company Limited, Bellampalli Division. AND

Management of Singareni Collieries Company Limited, Bellampalli division.

Appearances :

Sri B. Gangaram, Vice President, S.C. Workers Union, Bellampalli—for Workmen.

Sri M. Shyam Mohan, Personnel Officer, S.C.C.O. Ltd., and D. Gopal Rao, Member of Federation of Chamber of Commerce and Industry of A.P.—for Management.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment) by its Order No. 1/39/70-LR-II, dated 10-12-1970 referred the following dispute under Section 10 (1) (d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely,

"Whether the action of the management of the No.1 Incline, Sonagulam Mine of Bellampalli Division of Singareni Collieries Company Limited in laying off all the underground workers (except electricians etc.) in the second shift on the 12th August, 1969 and in paying them only half wages for the day, is justified? If not, to what relief are the workmen entitled?"

This reference was taken on file as Industrial Dispute No.2/71 and notices were issued to the parties. For the purpose of convenience the workers of No.1 Incline Somagudem Mine of Bellampalli Division of Singareni Collieries Company Limited are referred to as the petitioners and the Singareni Collieries Company Limited, Bellampalli Division is referred to as the respondent in the course of this award.

2. The petitioners are represented by the Singareni Collieries Workers Union, Bellampalli (hereinafter referred to as the said Union) and the Vice President of the said Union filed the claims statement contending as follows:— On 12th August, 1969 in the first shift the Manager of Somagudem No. 1 Incline behaved in a most inhuman manner by throwing a bucketful of dirty carbonised oil on one electrician by name Ramulu. This had created a lot of discontentment and agitation among the electricians and at the end of the 1st shift they approached the manager and the Agent to get justice to the Electricians. Later on the manager apologised for his misbehaviour. The normal work began in the 2nd shift at 3.00 p.m. on 12-8-1969. All the workers gave their attendance and went underground but at about 7.30 P.M. all the workers were asked to go out and they were intimated that they would be given lay off for the day and they displayed a notice on the notice board that they had to lay off the workers on that day because electricians did not turn up for work in 2nd shift. This is not the correct position. The Electricians were marked present and paid full musters for that day. When the Electricians were given musters and paid wages, there is absolutely no justification for the Management to give lay off wages for the workers of 2nd shift on 12-8-1969 for no fault of them. When they have paid full musters to the Electricians the Management unjustly refused to pay full wages for all the other workers. The so called lay off is incorrect and the question of lay off does not arise after extracting work for 4½ hours. This is practically and illegal lockout. So the demand of all the under ground workers of Somagudem Mine that they are entitled to full wages for the 2nd shift on 12-8-1969 is quite justified.

3. The respondent filed a counter contending as follows:— It is denied that on 12-8-1969 in the first shift the Manager of somagudem No. 1 Incline behaved in a inhuman manner by throwing bucketful of oil at Ramulu. There was no such discontentment among the Electricians but at the end of the shift a grievance was made out and engineered in due time. That the Manager aplogising for his alleged misbehaviour is irrelevant to the issue. In the succeeding shift of 12-8-1969 normal work was begun. The Workers who did not go underground were squatting on the surface. It is admitted by the workmen that the notice under Section 25(E)(3) of the said Act was duly put on the notice board as per rules within the stipulated time. Again it is admitted by the workmen that the electricians did not turn up for work in the 2nd shift. As a matter of fact the fitters and electricians refused to go underground and in the absence of certain categories of competent men under the Mines Act, there was no alternative but to lay off the workmen without compensation. The workmen thus laid off cannot claim full day's wages. The alleged incident which occurred in the first shift has no bearing for the refusal on the part of the workmen of succeeding shift to stage a stoppage of work without notice and without justification. The electricians were not marked present on that day. All other categories of workmen who left the mine premises were not available to resume work in the latter half of the second shift. So there is no justification for payment of wages to the workers of second shift on 12-8-1969 for their absence. The grievances of the Electricains were listened to and the dispute was resolved on the spot. There is no Justification for the workers to claim wages an so the Management is Justified in treating them as laid off in accordance with the rules. The Management has the right to lay off as per rules and it is a discretionary power which cannot be questioned when circumstances warrant and the action thus taken is bonafied. It is denied that there was illegal lockout but it amounts to an illegal strike.

4. The dispute that is referred to this Tribunal for adjudication is whether the action of the Management of No. 1 Incline Somagudem Mine in laying off all the underground workers except Electricians etc., in the second shift on 12.8.1969 and in paying them half wages for the day is justified?

5. The case of the petitioner is that all the workers gave their attendance and went underground for normal work during the

second shift on 12.8.1969, that at about 7.30 P.M. all the workers were asked to go out and they were intimated that they would be given lay off and that the so called lay off is incorrect and that the question of lay-off does not arise after extracting work for 4½ hours and that when electricians were marked muster and paid wages, there is absolutely no justification for the Management to lay off the other workers for no fault of theirs. The contentions of the respondent are that the workers who did not go underground were squatting on the surface, that as a matter of fact the Fitters and Electricians refused to go underground and in the absence of certain categories of competent men under the Mines Act there was no alternative but to lay off the workmen without compensation and that all the electricians were not present on that day and that all other categories of workmen who left the Mine premises were not available for resumption of work in the latter half of the second shift and so there is no justification for payment of wages to the workers of second shift on 12-8-1969. Now it has to be seen whether the lay off in this case is justified.

6. W.W.I (M.Ramaiah) is working as Coal Cutter in Somagudem No.1 Incline, Bellampalli. He says that he worked in the second shift on 12-8-1969, that along with him other workmen also got into the Mine, that when they went into the Mine there was no "godava" on the surface, that they did their work as usual and made holes and blasted coal, that they received information at 6.55 P.M. stating that they should come out of the Mine, that when they came to the surface at about 7.30 P.M. they did not see the Manager in the office, that the Overman said that as the Management had declared lay off they were sent for, that for that day they were given only half wages, that the Electricians and Fitters who worked on 12-8-1969 during the second shift were paid their full wages for the day, that when they received half wages for that day they went and asked the Manager why they were paid half wages when the Electricians and Fitters were paid full wages, the Manager said that due to some trouble with the Electricians there was lay off and so they were paid half wages and that they want their full wages. In his cross examination he says that he got into the Mine at 3.30 P.M., that by the time the information was received by them asking them to come to the surface they had blasted twice, that he does not know whether there was any galata in the first shift on 12-8-1969, that though they received information at 6.55 P.M. they reached the surface at 7.30 P.M. because they had to count the remaining explosives and hand them over to the shot firers, that it is not correct to state that it is not their duty to count the explosives because they have to count the explosives if the shot firers asked them to count the explosives that on that day as the shot firer was counting the explosives they had to stay with him until he counted all the remaining explosives, that first the Sardar came and told them that they were asked to come to the surface and when they asked him he said that the Manager had ordered lay off that after he came to the surface he did not see any lay off notice on the board, that after they came to the surface the Overman also told them that there was lay off order, that he does not know whether half wages are paid if lay off is ordered, in the course of the shift, that he does not know whether by 5.00 P.M. the information of lay off was sent, that till the Sardar informed them they did not know about the lay off, that during the second shift on 12-8-1969 the Electricians did not work, that it is only after they came to the surface that they came to know that the electricians did not work in the second shift on that day, that the worker would be paid wages only if he worked, that when they were given half wages they came to know that the electricians were given full wages, that all that he can say is that he was told that the electricians were paid full wages for that day.

7. M.W.I (D.K. Chakravorty) is working as Mine Manager, Somagudem. He says that on 12-8-1969 in the beginning of the second shift there was no trouble but about one hour after the commencement of shift the Electricians struck work along with Fitters, Pump Khalasis and Haulage Khalasis, that on 12-8-1969 in the first shift there was break down in No.2 dip resulting in the loss of production, that he went there to investigate at 10.00 a.m. and found that instead of oil, water was kept in the switch gear, that he asked the Electrician on duty Sriramulu to check in his presence whether the container contained oil or water and he refused to do it but attended to the break down work upto 1.30 p.m. along with him (M.W.I) and that new supply of oil to the switch gear they started the machine, that there was no further incident in the Mine in the second shift, but the second shift Electricians came to his office at 4.00 P.M., that is, after about one hour after the commencement of that Shift and mad allegation that some oil had been put into Sriramulu's eyes in the first shift at 10 a.m., that he told them

that Sreeramulu had worked in that shift along with him upto 1.30 P.M. and that he never complained to him of any thing having gone into his eyes during that period, that still he offered them to take Sreeramulu personally to their Colliery Doctor in the jeep so that the doctor can test him, but the Electricians refused and decided not to go down into the Mine along with Fitters, Pump Khalasis and Haulage Khalasis, that after persuading them along with the Welfare Officer and after finding that they did not agree to go down into the Mine the rest of the persons employed in that shift were laid off under Section 25 (E) (3) of the said Act, that the Mine cannot work unless the mine is incharge of the competent persons under the Mines Act, that Ex.M.1 is the copy of the lay off notice put up in the notice board, that Ex.M.2 is the copy of the letter addressed to the Regional Labour Commissioner, and the reason given in Ex.M.2 is that Electricians without any cause refused to do their normal duties, that Ex.M.3 is the copy of the termination of lay off in the third shift on 12-8-1969, that the original of Ext.M.1 Notice was put up at about 4.30 P.M. on 12-8-1969 and the information of lay off was sent underground immediately, that the Electricians in the second shift on 12-8-1969 were V.Vithal, T.Vaikuntam and V.Brahmaiah and P.Chandraiah were Fitters in that shift, that in the attendance register against the names of these four persons it is noted that they were on strike and so attendance was not marked for them, that no payment was made to these four persons on 12-8-1969 since they had struck work, that Ex.M.4 to M.6 are the pay sheets for August, 1969, that Ex.M.4 shows the name of Vithal, that Ex.M.5 shows the names of Vaikuntam and Brahmaiah and Ex.M.6 shows the name of Chandramouli (he referred to him earlier as Chandraiah), that Ex.M.4 to M.6 show that these four persons were not paid any wages for 12-8-1969, that in the second half in the second shift on 12-8-1969 there were no workmen available on the surface for any resumption of work that when payment was made for August, 1969 none of the workmen laid off complained of any non-payment of wages on 12-8-1969, that the other workmen were laid off in the second shift without any compensation and so they were also not paid wages for 12-8-1969 except Pump Khalasis and that the third shift on 12-8-1969 started normally as the workmen found that they were at fault.

8. In his cross examination he (M.W.1) says that in the second shift on 12-8-1969 only the Electricians Pump Khalasis and Haulage Khalasis struck work, that the Haulage Khalasis struck work conditionally stating that they would go down and work if Electricians were given but the Management could not provide them with Electricians as the Electricians had struck work, that the Pump Khalasis were paid wages for 12-8-1969 because they realised their mistake and went down to work later on, that they first said that they would go down and work only if they were given Electricians, that these Pump Khalasis were paid full wages for the day, that in the lay off notice they have mentioned that only the Electricians refused to go down and work and no mention was made in the lay off notice about the Fitters, Haulage Khalasis and Pump Khalasis because in the lay off notice only the important workmen required for work are mentioned and in this case Electricians are important workmen and without them the Mine cannot work, that Vaikuntam was Electrical Helper and he was also involved in this strike and in the lay off notice mention was not made about Electrical Helper separately since Electricians mentioned in the lay off notice include the whole staff attending to Electrical work, that he offered to send the Engineer so that they could go and work but they refused to that course also, that it is not so mentioned in the lay off notice as it is not necessary to mention in that notice that I had offered the services of the Engineer, that since it is only mere allegation that was made stating that he had put oil in the eyes of Sreeramulu he did not mention about this as the cause of the strike in the letter the original of Ex.M.2, that the copy of the notice of the lay off put on the notice board would show the time when it is put up but Ex.M.1 won't show because it is only when the notice is put up on the notice board the time of putting the notice on the notice board would be mentioned, that it is not necessary to mention in the 'O' From the actual time of putting the notice of lay off in the notice board and so it won't be mentioned in that form, that under law the lay off can be declared within two hours from the beginning of the shift, that it is not true to say that the coal cutters performed their normal duties in the second shift on 12-8-1969 and came to the surface at 7.30 P.M., that he cannot tell off hand what out time was noted in the register for the workmen who were laid off without looking into the out time register maintained in the mine but most of them had come out by 5.00 P.M. in that second shift and that some might have come late if they had taken some time for their bath and washing.

9. So from the evidence referred to above it is seen that in the first shift there was break down in 2 dip and that M.W.1 set right the switch gear with the help of the Electrician by about 1.30 P.M. and started the machine and that there was no further trouble in that shift and that later on during the second shift at about 4.00 P.M. the Electricians came to M.W.1's office and alleged that some oil had been put into the eyes of one Sreeramulu and that when M.W.1 denied it and when he also offered that he would take Sreeramulu to the Colliery Doctor the Electricians refused and decided not to go down into the mine along with Fitters, Pump Khalasis and Haulage Khalasis inspite of persuasion and so by about 4.30 P.M. the lay off notice was put up and that all the other workers who had gone into the mine were also informed about the lay off. No doubt in the cross examination of M.W.1 it was elicited that he did not make any mention in the lay off notice about the Haulage Khalasis and Fitters also refusing to go and work and that the time also is not mentioned in the lay off notice Ext.M.1 and from this it is contended by the petitioners' representative that it is because this lay off notice was put up long after other workers had gone down and commenced the work the time of putting up of lay off notice is not mentioned in Ext.M.1 and that since the workers had already commenced the work and since they got intimation of this lay off notice only at about 7.30 P.M. the respondent is not justified in not giving the full wages for these workers, but the definite evidence of M.W.1 is that in this case the electricians were important workmen and without them the Mine cannot work and so in the lay off notice mention is made only about the Electricians, and that is only when the notice is put up on the notice board, the time of putting on the notice board would be mentioned. However the non mention of the Fitters and Haulage Khalasis in the lay off notice does not assume any importance because it is now an admitted fact that Electricians had created trouble. Though in the claims statement it is alleged that at about 7.30 P.M. all the workers were asked to go out and it is only then they were intimated that they would be laid off for the day, in his evidence W.W.1 says that they received intimation at 6.55 P.M. that they should come out of the Mine. He also admits that the Sardar came and told them that they were asked to come to the surface and that when they asked him he said that Manager had ordered lay off. Now the definite evidence of M.W.1 is that this lay off notice was put up at about 4.30 P.M., that is, within two hours of the commencement of the shift. No doubt W.W.1 says that by the time the information was received by them they had blasted twice but from his own evidence it is clear that this blasting might not have taken place by the time they received the information about lay off, because he himself says that within the period of eight hours they would blast eight times and that some times for one blasting they take lesser time and that some times for one blasting they would take more time and that the instructions of the Manager are that not more than six holes should be blasted in one round. According to him he had reached the work spot by 3.30 P.M. and so by the time he could get ready to do the blasting it would have taken some time. I am satisfied that M.W.1 is speaking the truth when he says that the original of Ex.M.1 notice was put up at about 4.30 P.M. on 12-8-1969 and that the information of lay off was sent underground immediately because he is aware of the fact that lay off should be declared within the two hours of the commencement of the shift. From the evidence I am satisfied that in this case the lay off notice was put up within two hours of the commencement of the shift and that the other workmen who had entered the mine were also informed about the lay off in time. The documentary evidence in this case shows that the concerned Electricians were not paid their wages for that day, though it is alleged in the claims statement that the concerned Electricians were paid wages for that day. W.W.1 himself admits that the worker would be paid wages only if he works. In this case when the evidence shows that the concerned Electricians did not work it is too much to expect that the Management would have paid the wages to those Electricians.

10. The respondent's representative contended that it is because the Electricians, who were competent persons under the Mines Act, refused to go down and work the Management had to declare the lay off because the Mine cannot be run without competent persons and so the lay off declared in this case without payment of compensation is justified. He relied upon the decision reported in LONETREE ESTATE v. INDUSTRIAL TRIBUNAL (1962 (II) LLJ, page 319) and contended that in that case it was held that the strike in another part of the establishment can be a reason for lay off. He also relied upon the decision reported in ZANDU PHARMACEUTICAL WORKS v. R.N.KULKARNI & CO. (1966(I) LLJ, page 560) and contended that even in that case it was held that when there is strike in one part of the establishment, that is, of one section of the workmen,

there can be lay off of workmen in another part of the establishment, that is, of workers other than those on strike. In the present case it is seen that the Electricians working in the same mine refused to go down the Mine where the other workers also worked that it is because the Electricians refused to go down and work the Management had to declare the lay off without compensation. The evidence in this case is that the Electricians are competent persons under the Mines Act and that without them the Mine cannot work.

11. The petitioner's representative contended that if the concerned Electricians refused to work then the Management should have sent other persons in the place of those Electricians and that in this case the Management did not take any steps to send any one else in the place of those Electricians and that it is only long after the commencement of the shift that the lay off notice had been put up. Now the evidence of M.W. 1 is that the Haulage Khalasis struck work conditionally stating that they would go down and work if Electricians were given but the Management could not provide them with Electricians as the Electricians had struck work and that when he offered to send the Engineer so that they could go and work even then they refused to that course also. I feel that there is truth in what he says because M.W. 1 would have tried to start the Mine with the help of some one so that the other workers who had already gone into the Mine may not suffer and that production also may not suffer. So when he says that he offered to send the Engineer but that that offer was also refused. It is only a true statement. M.W. 1 also says that in the second half of the second shift on 12-8-1969 there was no workman available on the surface for any resumption of the work. In all probability all the workmen must have gone away after lay off was declared and so they might not have been available for starting the work atleast during the second half of the second shift as is now stated by M.W. 1. Under the circumstances of this case and considering the evidence adduced I am satisfied that it is because the Electricians refused to go down and work the Management did not have any other option except to declare lay off. Since one section of the workmen in the same Mine refused to work and since without the competent person under the Mines Act namely the Electricians the Mine could not work. So the lay off declared by the respondent in this case under section 25(E)(3) of the said Act is justified.

12. So far as the present reference is concerned it shows as if the other workers other than Electricians were paid half wages but actually the evidence now adduced shows that all the workers including Electricians were not paid any wages on that day, namely, the second shift of 12-8-1969. As contended by the respondent's representative this reference made as if half wages had been paid must be due to some incorrect report sent by the Conciliation Officer in this case. Considering the evidence in this case it is clear that this reference itself is an incorrect reference because the reference is whether the action of the Management in paying all the underground workers except Electricians only half wages for the day is justified, whereas the evidence shows that full wages were not paid for all the underground workers of the Mine in question.

13. For all the reasons given already I hold on the dispute referred to this Tribunal for adjudication that the action of the Management of No. 1 Incline, Somagudem Mine of Bellampalli Division of Singareni Collieries Company Limited is justified in laying off all the under ground workers (except electricians) in the second shift on 12-8-1969 and in not paying them wages for that day.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 12th day of February, 1973.

P.S. ANANTH Presiding Officer

APPENDIX OF EVIDENCE

Witness Examined For Workmen

W.W.1. M. Ramalaih M.W.1. D. K. Chakravorty.

Witness Examined For Employers

Documents Exhibited

For Workmen

Documents Exhibited

For Employers

Ext.M.1. Lay off notice dated 12-8-1969 issued by the Manager, Somagudem Mines.

Ext.M.2. Letter dated 13-8-1969 of the Manager, Somagudem Mines addressed to Regional Labour Commissioner, Hyderabad intimating the Lay Off from 3 p.m. to 11 p.m. in 2nd shift of 12-8-1969.

Ext.(M.3. Letter dated 13-8-1969 of Manager, Somagudem Mines, addressed to the Regional Labour Commissioner, Hyd, informing that the Lay Off has been ended on 12-8-1969 by 11 p.m.

Ext.M.4. Pay sheet for the daily rated workers for the month of August, '69 in which Mr. Vithal name is mentioned.

Ext.M.5. Pay sheet for the daily rated workers for the month of August, '69 in which M/s. T. Vaikuntam and Vadla Brahmaiah name is mentioned.

Ext.M.6. Pay sheet for the daily rated workers for the month of August, '69 in which Mr. P. Chandramouli name mentioned.

P. S. ANANTH, Presiding Officer

New Delhi, the 6th March, 1973

S.O. 830.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Ramakrishnapur Division of Singareni Collieries Company Limited, Post Office Belampalli (Andhra Pradesh) and their workmen, which was received by the Central Government on the 27th February, 1973.

[No. L-2111/2/71-LRII]

KARNAIL SINGH, Under Secy.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Present :

Sri P. S. Ananth, B.Sc., B.L., Industrial Tribunal, Hyderabad.

Industrial Dispute No. 65 of 1971 BETWEEN

Workmen of Singareni Collieries Company Limited, Motilal Khani 3, Ramakrishnapur Division, Kalyani Khani,

AND

Management of Singareni Collieries Company Limited, Motilal Khani 3, Ramakrishnapur Division, Kalyani Khani.

Appearances:

Sri S. Nagaiah Reddy, President, Tandur Coal Mines Labour Union, Bellampalli,—for Workmen.

Sri M. Shyam Mohan, Personnel Officer, S. C. Co. Ltd., Bellampalli,—for Management.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. L/2111/2/71-LRII, dated 20-9-1971 referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely.

"Is the management of Motilal khani-3 of Ramakrishnapur Division of Singareni Collieries Company Limited justified in refusing work to all the coal fillers who have marked their 'IN' muster during the period from second shift of the 24th February, 1971, to third shift of the 13th March, 1971, and not in paying them wages for the said period? If not, to what relief are the said workmen entitled?"

This reference was taken on file as Industrial Dispute No. 65 of 1971 and notices were issued to the parties. For the purpose of convenience the workmen of Singareni Collieries Company Limited, Ramakrishnapur Division are referred to as the petitioners and the Singareni Collieries Company Limited Ramakrishnapur Division is referred to as the respondent in the course of this Award.

2. The claimants are represented by the Tandur Coal Mines Labour Union, Bellampalli (hereinafter referred to as the said Union) and the President of the said Union filed claims statement contending as follows:—The normal and usual duty of fillers was to bring the loaded tubs from the working place to the last Tramming point near to the main line and then take the empties from the last tramming point to the working place. The Management have illegally and unjustifiably increased the work load of the fillers and directed them to do the Trammers work with view to save one Trammer's wages. As the increased work load was without any justification and without lawful notice the fillers refused. The Management by way of punishment did not allow the fillers to do their normal work though they attended after marking 'IN' muster. The action of the Management amounted to an alteration of conditions of service and so it is violative of the mandatory provisions of Sections 9A and 33 of the said Act. The Management caused unemployment to the fillers by the illegal action and so they are liable to pay wages for the period from 24-2-1971 to 13-3-71 justification of the demand of workmen was further vindicated by the management's supply of another Munshi to help Trammers and allow the fillers to do their normal and usual duties from 14-3-1971.

3. The respondent filed a counter statement contending as follows:—The Coal fillers of M.K. 3 Incline staged a lightning strike from the third shift of 23-2-1971 and not from 24-2-1971 as mentioned in the reference. A notice to all the fillers was exhibited by the management on 27-2-1971 stating that they had stopped giving loadings to and taking empties from the main road underground and that they were sitting without doing any work, and that this amounted to sit-down strike. The fillers were squatting at their workplaces instead of carrying out their normal duties of pushing the loaded tubs to the main line and receiving the supplies from the trammers. This concerted action is illegal and unjustified. Accordingly, telegrams as per rules were sent to the Government authorities that the sit-down strike occurred from the third shift of 23-2-1971. The Regional Labour Commissioner (Central) Hyderabad was informed by letter dated 27-2-1971 requesting him to use his good offices to persuade the fillers not to resort to sit down strike and not to hamper production. The Government was informed that these fillers struck work from 31st December, 1970 to 1st January, 1971 also totalling three shifts. The Management as per rule 75(A) furnished to the Regional Labour Commissioner (Central), Hyderabad in form "Q1" that 15 persons were laid off without compensation out of a total of 76 persons employed in the establishment with effect from 11 p.m. in the third shift and it was explained in the annexure that it was due to sit-down strike by coalfillers. The fillers refused to do normal elementary work like removing sprags, coupling or uncoupling loads or empties from the main road. The said fillers were carrying out their normal duties for 3 to 4 months in 5 dip and had their dealings with one trammer at the bottom of the haulage plane. With a view to reduce pushing and provide better conditions to the fillers

better working facilities were provided by stopping 5 dip and shifting the activity to Crosscut. Two Trammers, that is, one on cross cut to help in negotiating the sharp curve and another Trammer at the tramming levels were provided but the fillers refused to do their normal job which they were doing in 5 dip. The said fillers did not respond to the appeals by the supervisors and by the Union delegates and so the Management had no other option except of lay off the other workmen. Form 'A' in respect of commencement of strike was duly filled and sent to the Government authorities mentioning about the sit-down strike. The daily average number of workers involved in the sit-down strike increased from 27 to 80. The Assistant Labour Commissioner (Central) Hyderabad has informed the President of the said Union and the Branch Secretary Andhra Pradesh Singareni Collieries Mazdoor Sangh by his letter dated 3-3-1971 requesting the Union office-bearers to prevail on the workmen and not to stage any work stoppage pending conciliation proceedings fixed on 16-3-1971. Due to inter-union rivalry, none of the Union office bearers could prevail on the workmen in persuading them to stop this illegal activity. The Management continued to put the lay off notice and continued to furnish in the prescribed forms regarding the sit-down strike. The allegations that there is a chance in the number of trammers is false. The coal fillers after adhering to their normal facilities of tramming suddenly resorted to lightning sit-down strike. It is common practice obtaining in all the mines and divisions of the Collieries that the coalfillers have to push the empty or loaded tubs for which they get an allowance known as "pushing allowance". It is the responsibility of the fillers for pushing or tramming the loads to and fro from the face to the tramming point. As per the practice in vogue pushing allowance is being paid from the main line upto the end of haulage track at the working place. It is the practice that there will be one trammer at the top and another at the haulage point and their demand of another trammer was arbitrary and unreasonable. The concerted action of the fillers in refusing to carry out their normal work connected with coal filling amounted to strike and the strike was without notice and against the notification No. SO. 6043 dated 8-12-1970 declaring the Coal Mining Industry as a public utility service. The allegation that the fillers were illegally locked out is false and baseless, the fillers have unconditionally called off the strike and started to do duty from first shift of 14-3-1971 without allotment of any additional trammer as unreasonably demanded by them. Under these circumstance the allegations that there is a change in service conditions against the provisions of 9A of the said Act is irrelevant and no complaint was made by the workmen under Section 33(A) of the said Act. The concerned fillers are not eligible for any wages from 24-2-1971 to 13-3-1971. The supply of another Munshi to help the trammers is irrelevant as he is not connected with the duties of a trammer or to relieve the workload of the duties of a filler. The reference made by the Government of India is bad and not maintainable. Neither the workmen nor the Government have named the list of workmen involved in the dispute and hence the claim is vague.

4. The dispute that is referred for adjudication is whether the Management of Motilal Khani No. 3 of Ramakrishnapur Division is justified in refusing work to all the coal fillers who have marked 'IN' muster during the period from the second shift of 24-2-1971 to third shift of 13-3-1971 and in not paying them wages for the said period?

5. The case of the petitioners is that the normal and usual duty of fillers was to bring loaded tubs from the working place to the tramming point near the main line and then take empties, that the Management have illegally and unjustifiably increased the work load of the fillers and directed them to do the trammer's work with a view to save one trammer's wages and that when the fillers refused to do the work the Management, by way of punishment, did not allow the fillers to do their normal work though they attended after making 'IN' muster for the period in question. The contentions of the respondent are that the coal fillers of M. K. No. 3 Incline staged a lightning strike from the third shift of 23-2-1971 and not from 24-2-1971 as mentioned in the reference, that the fillers were squatting at their work place instead of carrying out their normal duties of pushing the loaded tubs to the main line and receiving the supplies from the trammers and that this amounted to sit-down strike and that the fillers refused to do the normal elementary work like removing sprags, coupling or uncoupling loads or empties from the main road, that the fillers did not respond to the appeals by the supervisors and by the Union delegates and so the Management had no other option except

to lay off some of the other workers and treating those coal fillers as on sit down strike and that the fillers have unconditionally called off the strike and started to do duty from the first shift of 14-3-1971 without allotment of any additional trammer as unreasonably demanded by them. So from the contentions of the parties it is clear that if it is proved that this is sit-down strike commenced by the coal fillers without any prior notice, the respondent Company being a public utility concern, then the coal fillers in question would not be entitled to any relief in the present proceedings. On the other hand if it is proved that the coal fillers in question, who were previously working in No. 5 Dip and who were transferred to the Cross-cut, were not supplied with empty tubs on the ground that they were not prepared to push the tubs into the main line and that the pushing of the load tubs by these coal fillers is only upto the trammimg point but not upto the main line, then the coal fillers in question would be entitled to the wages for the period in question. Now it has to be seen how for the parties have proved their respective contentions.

6. W. W. 1 (Neelam Lingalah) is working as Coal filler in M. K. No. 3 Ramkrishnapur. He says that when they were working in No. 5 dip their work was of bringing the balance loaded tubs from the workspot to the trammimg point, that there were two trammers there, that one trammer was at the signalling point and the other trammer was at the trammimg point, that they never used to do any work after bringing the balance loaded tubs to the trammimg point and before the empty tubs were again received, that they used to leave the empty tubs in their line and they used to push each empty tub to the workspot and fill it and again bring it and leave it at the trammimg point, that when No. 5 dip was closed and when they were sent to Cross-cut one of the trammers was removed and they were asked to work with one Trammer and they (coal fillers) were asked to do the work of changing the trammimg coupling the tubs and other work done by the Trammer and they refused saying that it was not their work, that on that day in the first shift (he means the first shift on 23-2-1971) each of them was given one empty tub for filling and after filling up and bringing the tub to the trammimg point they said they were not able to work with one Trammer, that the Management said that unless they do the work of trammer of changing the trammimg point etc., they would not be supplied with empty tubs and when they refused the empty tubs were not supplied to them and that for some days they went to the pit but on those days they were not given empty tubs and they simply stayed there and for some days they were on the surface itself as they were told that if they do trammimg work they would be given empty tubs and that if they don't do trammimg work they should not enter in side the pit, and that it is only on 14-3-1971 they were allowed to go into the pit and another Trammer was given to them and that they started doing their mamool work and that it is only due to the action of the Management that they had lost wages for 19 days.

7. In his cross examination he says that he worked in the first shift on 23-2-1971 and he was given only one empty tub on that day but he was on sick leave from 24-2-1971 to 26-2-1971 and so he does not know what happened during the three days from 24-2-1971 to 26-2-1971, that he came for work on 27-2-1971, that for three or four days they went to the pit but no tubs were supplied and afterwards they were asked not to go to the pit if they cannot do trammimg work, that their usual work was only to fill up the empty tubs and push them from the workspot up to the trammimg point where there is the main line, that in M. K. No. 3 now there is one Trammer in the trammimg point and one Trammer is on the surface whereas previously there were two Trammers with them and that out of them one was at the signalling point but now the Trammer who is in the signalling point comes down and does the coupling work and goes away, that they did not specifically ask the management to give them one more Trammer but they only refused to do the trammimg work as there were two Trammers at the trammimg point, that it is not true to say that they were doing this trammimg work previously, that on 14-3-1971 besides one Trammer another workman was given for doing the trammimg work that they were previously asked to do and this workman was also given only for some days and afterwards they were asked to fill up only whatever number of tubs that they could fill up and so now no such workman is given, that they never struck work that they only said that they wont do trammimg work and that when they said that they should be supplied empty tubs the management refused to supply saying that they should do trammimg work also and that again they are doing the work

since tubs are supplied to them without asking them to do the trammimg work.

8. W.W.2(Vadlakunda Mondi) is working as Trammer Munshi in M.K. No. 3 Incline. He says that previously there was one drilling machine in 5 dip and two drilling machines in Cross-cut and there were two Trammers in both these places put together, that it is only these Trammers who used to attend to Trammimg and the coal filler never used to work on the main line, that on 23-2-1971 the coal fillers in 5 dip were asked to work in the Cross-cut and one of the Trammers on the trammimg point was removed and he was sent to the top that on 23-2-1971 in the second shift the Trammer was given the assistance of a plate layer as acting Trammer and the empty tubs were supplied and that the gang Nos. 1 to 6 coal fillers never did any trammimg work on the main line, that the work to be done at the trammimg point by the Trammer is he should change the point and should do the coupling work on the loaded tubs and fix the backstay rod so that the tubs may not roll back and hold the tub rope, that the Trammer at the signalling point would be giving signal when the other Trammer does the work at the trammimg point, that the work cannot go on if one Trammer is not at the signalling point and if the other Trammer is not at the trammimg point, that now there is only one Trammer working at the Trammimg point as well as at the signalling point and no assistance is given to these Trammers and that some assistance is given to the Trammers but it is not on regular basis, that he had complained to the Manager that the work is not going as there is only one Trammer but the Management said that whatever that may be got done by the Trammer can be got done, that he told the Manager that if another Trammer is not given the output would be reduced and that when he asked the coal fillers to do the trammimg work at the trammimg point telling them that they would get more number of tubs and more wages they refused.

9. In his cross examination he says that he had been noting in the registers the number of tubs filled etc., that on 23-2-1971 these coal fillers brought loaded tubs and left them at the trammimg point, that they said that they went do the trammimg work on the main line, that is, coupling work etc., that when they were working in 5 dip there also they never did any trammimg work in the main line, that he does not know the reason why the coal fillers did not do the work and that for some days they went to the pit and when no work was done the Manager asked them to go away if they do not work, that the coal fillers get the wages accordingly to the number of tubs filled, that they have no concern with the Trammers, that if there are no tubs for filling up then they are given fall back wages, that he does not know whether there was any practice in this Company of the Coal fillers assisting the Trammers in coupling the tubs on the main line but he never saw the coal fillers assisting the Trammers, that these coal fillers said that they went assist the Trammers in their trammimg work as it was not their work but they never said that they should be given two Trammers, that the Manager and Over-man told these coal fillers that if they do the coupling work on the main line they would be getting more tubs and more wages, but they refused, that if these coal fillers assist the Trammers or if any assistance is given to the Trammers the coal fillers can fill up more number of tubs, that during the period in question no empty tubs were sent to the pit as these coal fillers did not go into the pit since the Manager had told them that if they cannot assist the Trammer they need not go into the pit, that the Management had asked these coal fillers to assist the Trammer so that the output may be increased, that after filling up the tubs and bringing to the trammimg point there is some time during which these fillers have no work and that he cannot say whether it is because they have some time at their disposal without doing any work, the Management asked the coal fillers to assist the Trammers in the trammimg work on the main line.

10. W.W.3 (Yenagandula Bhoomaiah) is working as Coal filler in M.K. No.3. He says that he worked previously in 5 dip, that when he was working in 5 dip there were two trammers who were supplying empty tubs to them, that 5 dip was closed on 23-2-1971 and they were asked to work in Cross cut and on that there were two Trammers working that on 24-2-1971 he worked in the second shift and that on that day only one Trammer was present, that in the second shift on that day they pushed the balance filled up tubs to the trammimg point, that the Trammer who was there said that as per the order of the Manager they should do the work of coupling etc., on the main line and that then only they should be supplied with empty tubs, that they told him that it was not their works

and that they wont do that work and then he said that if they do not assist him they wont supply the empty tubs and that the loaded tubs that they brought would remain on their line and that empty tubs would remain on the main line, that as they were not given empty tubs they could not do the filling work during their shift and that on the next day also no empty tubs were given to them and so they did not fill up any tubs, that after this period of no work, when they again started doing the work, then also they never did the trammimg work and that they also never agreed to do the trammimg work and after they started doing the work the management itself had given one mazdoor to the Trammer and got the trammimg work done and that they were given empty tubs and this went on like that for two or three days after, that after that some mazdoor or some one is given to the Trammer to assist him and that if they have to do the trammimg work they have to go to the main line and do the work and that this work is not within their line.

11. In his cross examination W.W. 3 says that there is only one Trammer now, that he is getting assistance of some one or other to get the trammimg work done, that he cannot say who exactly is helping the Trammer but some one or other is helping him, that it is not correct to say that he (Trammer) himself is doing all the work without the assistance of any one, that it is not correct to say that it is their duty to see that the loaded tubs are sent to the main line and that they had been doing this work, that their duty is only to leave the loaded tubs at the trammimg point, that the management refused to supply the empty tubs saying that they should do trammimg work also, that during the period in dispute he was on leave for about 12 days, that since the Manager said that they wont be given any empty tubs unless they do trammimg work they could not work in the pit during the period in question, that it is not true to say that they had been filling up the tubs and also attending to the trammimg work previously and now and taking back the empty tubs, that for about two or three days they get into the pit and no tubs were given and for some days they stayed on the surface as they were told that unless they agree to do the trammimg work they need not go into the pit that he gave his muster for three days and went on leave and again he gave musters for two or three days.

12. M.W.1 (A. Srinivasa Reddy) is working now as under Manager in R.K. 1 Mine and he worked as Safety Officer in M.K. No. 3 Mine from 11-12-1970 to 21-4-1971. He says that M.K. 3 mine was opened for work in the third shift on 23-2-1971 that there was partial work in that shift, that Ex. M1 is the copy of the telegram sent on 23-2-1971 to the Labour Enforcement Officer, Mancherial, that on 24-2-1971, there was sit down strike in the second shift and night shift, that in the first shift the coal fillers had filled the tubs, that this sit down strike went on till 13-3-1971, that Ex. M2 is the copy of the notice date 27-2-1971 put up by the Manager that when the Cross cut was opened they took out the Hauler from 5 dip and supplied the tubs to the Cross cut directly from the main Hauler and supply of tubs was good for the coal filler, that when 5 dip was working the coal fillers used to get the balance load from the coal face and push it upto the main line and couple it and leave it on the main line and they also used the sprays whenever they wanted to control the momentum of the tubs that these coal fillers were asked to do the same job when they were asked to work in the Cross cut but they refused, that the supplied empty tubs and coal to them and they wanted the Trammer to do the job which they were previously doing, that there used to be only two Trammers one being at the surface and one being at the Trammimg level and this is the standard fixed for all the mines, that on the 2nd and night shifts of 24-2-1971 they did not give balance load to the main line and so they could not be supplied with empty tubs, that they had left the loads near the curve without pushing them to the main line and so empty tubs could not be supplied as the line on which they bring the loaded tubs was blocked due to the leaving of the loaded tubs there, that in the first shift on 24-2-1971 the first shift gang was given the tubs as they had cooperated in pushing the loaded tubs on the main line, that there was no specific reason as to why the gangmen of second and night shifts alone refused to do the work that they were doing and the refusal was sudden, that they (coal fillers) said that though they were doing that work they wont do that work and that a trammer should be provided that they pay pushing allowance to the coal fillers and it is pre-Wage Board practice in their Company, that the Manager, Safety Officer etc., pursued these coal fillers to do their jobs as they were doing previously stating that it would fetch more wages to them but they refused,

that they were marking 'IN' muster and they were going into the pit taking their lights etc. but they refused to do work there, that they went like that upto 9-3-1971 and afterwards they stayed on the surface itself till they again resumed work on 14-3-1971, they never said on any of those days that they would be supplied with empty tubs only if they did the coupling and other work and left the loaded tubs on the main line, that all these coal fillers were saying daily that they do the coal filling work only if another Trammer was given, that if for any reason it was not possible to supply empty tubs they used to be given fall back wages to make up in the week as per Wage Board recommendations, that on 14-3-1971 when they resumed their work there was no condition fixed, that the work is done by them in the same way that they were doing and no assistance by way of any mazdoor or any one was being given to the Trammer, that the demand for additional Trammer is not a reasonable demand, that providing additional Trammer does not increase the output, but on the other hand even with single Trammer at the trammimg point now the output is 11,000 tonnes per month whereas previously it was 5,000 tonnes per months, that in all the Mines only two Trammers were provided for the Hauler and out of them one is in the trammimg point, that the coal fillers take two hours on the maximum to fill two tubs during their shift, that during the remaining six hours they have to get the loads and give them to the main line and within that time they can easily do their job, that it is not correct to say that the practice was to leave the loaded tubs only at the trammimg point, that they have to leave the loaded tubs on the main line, that if the coal fillers leave the loaded tubs at the trammimg point the Trammer cannot do any thing and it is not possible for him to get the loaded tubs to the main line and their would be no one else at the spot to render any assistance to him that according to their records some of these coal fillers had marked out muster and some have not during the period in question, that Ex. M.3 is the copy of the letter sent to the Regional Commissioner of Labour, (Central) along with Form A, that Ex. M4 notices are the copies of notices sent in Form N, that Ex. M5 is the copy of the Form G sent to the same officer after the strike was over, that in the original of Ex M5 the value of production loss is shown as Rs. 75,000, that Ex. M6 is the confirmatory copy of the telegram sent to the Chief Labour Commissioner, New Delhi intimating about the resumption of work with copies to other departments, that due to this strike they had laid off some of the other workers as they had become surplus and Ex M7 are the copies of the daily lay off notices issued in that connection, that their coal mines are declared as public utility services and so they have been informing the Government authorities in cases of sudden strikes that either in the beginning or at the end of strike the Overman or any other member of the supervisory staff never told these coal fillers that they won't be given work and on the other hand they had been persuading them to go and work in the way they had been doing all along and that it is only when the coal fillers clear the loaded tubs that they would be able to get empty tubs.

13. In his cross examination he says that prior to 23-2-1971 they shifted one drilling machine in Cross cut and left three drilling machines on 5 dip itself, that on 23-2-1971 they shifted the remaining drilling machines also and out of them they fixed two drilling machines in cross cut and one in R.K. No. 3, that there were only two Trammers then one being at 5 dip for 60 H.P. Hauler and another being at main incline for the main hauler, that there was no Trammer at the Cross cut that from 23-2-1971 there has been only one Trammer in the trammimg level, that is, the place from where the trammimg level branches off from the main level, that the coal fillers bring the tubs upto the main line, that it is not correct to say that their work is to bring loaded tubs only upto the end to their line near the main line, that their duty will be over only when the last tub passed the point on the main line, that they have to do the coupling work on the main line, that when once the tubs come to the main line their responsibility stops, that he does not know upto which point the pushing allowance was being given at that time, that on 23-2-1971 he worked in the first shift, that he does not remember whether in his shift Kasarla Rajam a daily mazdoor was given as assistant to the Trammer by name Ponam Ramulu and no such thing was brought to his notice, that he does not know whether any Plate Layer was given as Assistant to the Trammer in the second shift on the same day and further they never gave any such permission officially, that on 24-2-1971 he was in the first shift, that since they have not coupled the tubs and sent to the required point there was delay in giving them empty tubs, that they never told them that they should do the coupling work etc., and they never

refused and never made them sit till 1.30 p.m. on that day and afterwards give empty tubs to them, that the loaded tubs were brought by them upto the trammimg point by 8.30 a.m. and there they stopped and since they did not leave them on the main line the empty tubs could not be supplied and after they moved the tubs on the main line at about 1.00 p.m. they were given empty tubs, that he came to know that the empty tubs could not be supplied on that day in the second shift and night shift since the coal fillers had left the loaded tubs only at the trammimg point, that on 25-2-1971 in the first shift one Overman by name Victor (M.W.2) assisted the trammer and the work of filling was there in that shift, that distance between the trammimg point and signal will be about five feet, that the Trammer will be the opposite side and give signal that the coupling work at the trammimg point and giving the load to the main line are only the jobs of the coal fillers, that it is not trammimg work, that the work of trammer is only of rotating the "Sanda" (tongue rail for changing point) and putting back stay and giving them signal and nothing else, that these coal fillers only said orally that one more Trammer should be provided, that the Overman and others told these coal fillers that there was no change in their work and that they should do the same work and that they would be getting more wages as the pushing distance was less, that they (coal fillers) said that they would work only if an additional Trammer was given, that he did not send any report to his superiors stating that the coal fillers refused to do the work stating that they should be provided with an additional Trammer, that he does not know whether the Assistant Commissioner of Labour (Central) sent any telegram on 13-3-1971 to the Management stating that the work should be done in the same way as it was being done prior to 23-2-1971 but from 14-3-1971 the work is being done in the same way as it was being done prior to 23-2-1971, that he does not know whether on 14-3-1971 in the first shift the work was done by one Trammer and one Trammering Munshi and further during his inspection he did not find any such thing, that when the loaded tubs are pushed and in case the tub tumbles down it is the work of the coal filler to lift up and again place it on the rail and for this work nothing extra is given to the coal filler, that the whole responsibility from the work spot to the trammimg main point is that of the coal fillers, that the coal fillers have no responsibility only when the loaded tubs pass the main line after the tongue rail, that the pushing allowance is given to them for pushing on the branch line, that no separate allowance is given to them for doing the coupling work and sending the loaded tubs to the main line and the rope tub will be at point near the tongue rail and it had to be coupled with the loaded tubs brought to the trammimg point, that the rope tub will be actually sent by the Trammer to the branch line where the loaded tubs will be and the coal fillers have to merely do the coupling adjustment and they have been doing this all along, that he does not know whether on 16-3-1971 it was proved before the Conciliation Officer by the workmen that two Trammers had been working as he was on leave on that day, that he does not know whether the Conciliation Officer found that it is only the Management which did not give work to the coal fillers, that there were three Trammers below ground prior to 23-2-1971 in M.K. No. 3 as they had been having two Haulers and now there are two Trammers under ground as there is one Hauler, that it is not correct to say that in other places there are two Trammers one being at the signal and one at the trammimg point and that it is not possible for one Trammer to attend to the work at the signal and at the trammimg points.

14. M.W.2 (K. Victor) is working as Overman in M.K. No. 3 He says that on 23-2-1971 in the third shift there was only partial filling work, that in the third shift on 23-2-1971 one tub each was supplied to all the six gangs, that they could not supply them second tub since the coal fillers did not bring the loaded tubs to the trammimg point, that he was in the general shift on 24-2-1971, that he is maintaining Overman's shift report book, Ex. M8, that Ex. M8 (a) is the remarks that he made on 24-2-1971, that he had been writing his remarks daily in Ex. M8, that he has noted in Ex. M8(a) that the coal fillers refused to give the balance loads and the empties could not be supplied, that in Ex. M8 there are daily remarks made on the margins for all the shifts from 24-2-1971 to 6-3-1971 and they are Ex. 8 M8(a) to M.8(dd), that Ex. M.9 is the subsequent book upto 14-4-1971, that Ex. M.9(a) to Ex. M9(o) are the remarks made by him from 7-3-1971 to 13-3-1971, that he was present when the Conciliation Officer came for inspection, that Ex. M.10 is the copy of his report sent to the Manager and Ex. M.11 is the copy of the report given by the manway clerk 17-3-1971, that on 14-3-1971 the pushing of loaded tubs and the taking of empty tubs were done in the normal way, that there are two Trammers now and previously also there were two and they are doing the same work that they were

doing prior to 24-2-1971, that he and other supervisors staff never said that they (coal fillers) won't be given work, that he and the other Overmen explained to the coal fillers and asked them to do their work, that when the Conciliation Officer came on 16-3-1971 the workers representative and Management's representative were present and the Manager was present and the Conciliation Officer made spot inspection in their presence that one B. Venkata Rao and B.L.M. Joseph who are representatives of the I.N.T.U.C. A.P. Colliery Mazdoor Sangh came on 24-2-1971, on 25-2-1971 and 26-2-1971 and advised the coal fillers to go and work but they refused and said that they would choose their own leaders, that the strike notices were put up on the notice board and the concerned officers were also kept informed about the situation that when he saw these workmen sitting idle he asked them to go and work and said why they should sit idle and they said that they won't give the load if no additional trammer is given.

15. In his cross examination he says that he did not work in the third shift on 23-2-1971 and in the second and third shifts on 4-3-1971 and 6-3-1971, that he worked in the first shift on 23-2-1971 that there were two Trammers on that day, that he knows nothing about any Plate Layer being given as assistant to the Trammer in the first shift on that day, that the Trammer Munshi is incharge of trammimg section, that it is the work of the trammer to receive the loaded tubs and supply the empty tubs, that the coal fillers reported to him that the Trammer did not supply empty tubs to them, that he is able to say that in the third shift on 23-2-1971 there was only partial filling work because the shift Overman had reported to him orally like that, that at the time of this dispute there were three drilling machines working in this pit, that for both R.K.No.3 and M.K. No. 3 put-together there were four Trammers at the time of the present dispute that now there are three drilling machines in R.K.No. 3 and two drilling machines in M.K.No. 3, and there are three trammers in R.K.No. 3 and two trammers in M.K.No. 3, that on the rolls there are five trammers and the two persons Thummalla Bal Reddi and Veljula Chandiah who are plate layers are only taking trammimg training now (This above answer was given by him when it was put to him that there are 7 trammers in 'C' shift and when the names of the 7 persons were also put to him), that in the other shift also there are seven but in each shift two plate Layers are posted extra for learning trammimg work as they have applied for it, that it is not correct to say that the entries Ex. M8 (dd) and other entries are interpolations that since no work was done in each shift the remarks were made in the margin, that when the Conciliation Officer came the coal fillers then represented to the Conciliation Officer that previously there was one Trammer at the signal and one trammer at the trammimg point and but there was no trammer at the trammimg point then and that they were being asked to attend to the trammer's work, that it is because the coal fillers had approached Venkata Rao and others they came and advised the coal fillers, that the was not present when the coal fillers went and told Venkata Rao and others but these Union leaders told him that coal fillers had approached them, that inspite of Union leaders coming and explaining they did not do the work, that the Management never asked those Union leaders to advise the coal fillers, that he knows that Venkata Rao and Joseph made representations to the Manager on the morning of 24-2-1971 that the trammimg work that was being done prior to 23-2-1971 should be done, that the Management did not say that as one trammimg point was removed in 5 dip only one Trammer would be provided and that no other Trammer would be given but he only said that two Trammers were being provided and that the coal fillers should do their work in the same way as they were doing previously, that since the Manager said that only two Trammers should be provided the coal fillers said that one more trammer should be provided at the trammimg point, that the duty of coal fillers is that after they come to the workspot they have to lower the loads with spraks upto the trammimg point, that the working places won't be in levels, that there would be only gradients, that in the third shift on 23-2-1971 they brought the balance load to the trammimg point and took the empty tubs and after filling up one empty tub each they left those loaded tubs at the working spot itself and went away, that in the first shift on 24-2-1971 each filled one tub, that he was present in the first shift on 25-2-1971 and each was supplied with one empty tub so far as the 6 gangs are concerned and some of the coal fillers filled one tub each and some did not fill up and they went away, that it is not correct to say that he reported that no empty tubs were supplied to gangs Nos.1,2,5, and 8 in the first shift on 25-2-1971 and that there was no time for supplying empty tubs to gang Nos. 3 and 4, that he never mentioned in his report that some of the coal fillers did not fill up the tubs, that he was on duty

on 14-3-1971 that the work went on that day without any trouble and that the Management did not demand the coal fillers on that day to do any particular work.

16. So from the evidence of the witnesses referred to it is seen that the coal fillers in question were working in No. 5 dip prior to 23-2-1971, that from 23-2-1971 they were asked to work in the Cross cut, that in view of this change one of the Trammers was reduced, that when these coal fillers were asked to push the loaded tubs to the main line by doing some of the trammimg work at the trammimg point, they refused stating that it was not their duty and that they have to push the loaded tubs only upto the trammimg point in their line and that though on 23-2-1971 some work was turned out later on from the second shift on 24-2-1971 the coal fillers did not fill any tubs and push them to the main line though the Management had been contending that it was their duty to push the loaded tubs to the main line and that finally from 14-3-1971 the coal fillers started doing their work and that during the period in question the management had been treating the refusal of the coal fillers to do the work as sit down strike and had been sending the relevant reports to the concerned officers. Now the case of the petitioners is that even though coal fillers had marked 'IN' muster they were not supplied with the empty tubs since they refused to push the loaded tubs upto the main line, whereas the contentions of the management are that these coal fillers had been pushing the loaded tubs upto the main line when they were working in No. 5 dip and that when they were transferred to Gross-cut they refused to push the loaded tubs upto the main line and demanded that they should be provided with one extra Trammer and that when the Management refused to give extra Trammer stating that it was their work to push the loaded tubs upto the main line they commenced sit down strike and since this lightning strike is an illegal strike without notice as the Singareni Collieries had been declared as a Public Utility Service.

17. Though it is now the case of the respondent that these coal fillers insisted that they should be given extra Trammer the documentary evidence in this case does not at all show that these coal fillers had insisted that they would do their work only if an extra Trammer was provided. On the other hand the evidence in this case already referred to only shows that when they were asked to push the loaded tubs upto the main line they refused stating that it was not their duty and that their duty was only to push the loaded tubs upto the trammimg point. Now the evidence of M.W. 1 is that these coal fillers only said orally that one more Trammer should be provided. From the evidence of W.M. 2 it is clear that when these coal fillers were asked to work in the Cross-cut one of the Tramming of the trammimg point was removed that on 23-2-1971 in the second shift the trammer was given the assistance of a Plate Layer as acting Trammer and that the empty tubs were supplied and that now there is one Trammer working both at the trammimg point as well as at the signalling point and that some assistance is given to the Trammer but it is not on a regular basis and that he had complained to the Manager that the work was not going on as there was one Trammer but the Management said that whatever work that could be got done by the Trammer can be got done and that when he asked the coal fillers to do the trammimg work at the trammimg point telling them that they would get more number of tubs and more wages, they refused, No doubt it is also brought out in the evidence that if no tubs are supplied the coal fillers are entitled to fall back wages, but the question of giving fall back wages does not arise in this case because the evidence in this case shows that the coal and tubs were available and that if the coal fillers had been supplied with the tubs they would have filled up the tubs. The evidence in this case shows that because these coal fillers refused to push the loaded tubs upto the main line the empty tubs were not supplied to them on the ground that as the loaded tubs were not brought to the main line, the empty tubs could not be sent to the branch line. The suggestion put to W.W. 2 in the cross examination shows that the management had asked the coal fillers to assist the Trammer in the trammimg work on the main line since the coal fillers had some time at their disposal without doing any work. It is also now seen from the evidence of M.W. 2 that coal fillers had reported to him that the Trammer did not supply empty tubs to them and that when the Conciliation Officer made spot inspection the coal fillers represented to the Conciliation Office that previously there was one Trammer at the Signal point and one Trammer at the trammimg point and that there was no Trammer at the trammimg point then and that they were asked to attend to the trammimg work. The evidence of M.W. 2 also shows that some Plate Layers are also posted now to work along with the Trammers and according to M.W. 2 those Plate Layers are taking trammimg training

now. Though M.W. 2 says that he knows nothing about any Plate Layer being given as assistance to the Trammer in the first shift on 23-2-1971, the evidence of W.W. 2, who is the Tramming Munshi and who is responsible for the supply of empty tubs to the coal fillers, shows that on 23-2-1971 in the second shift Trammer was given the assistance of a Plate Layer as acting Trammer and empty tubs were supplied. So the evidence in this case clearly shows that the coal fillers were asked to do the trammimg work at the trammimg point and of pushing the loaded tubs to the main line and that when they refused to do that work they were not supplied with the empty tubs, though they were ready to do their part of the work.

18. If it is the duty of the coal fillers to push the loaded tubs to the main line and if they refused to do that work, then the Management would have been justified in not supplying the empty tubs and if the coal fillers had refused to do their part of the work then it would be an illegal sit down strike, but on the other hand if it is found that it is not the duty of the coal fillers to push the loaded tubs to the main line and that if they were asked to do that work and if they had refused and if on that account the empty tubs were not supplied to them, then it cannot be said that it is an illegal sit down strike, if the coal fillers marked their 'IN' muster and did not fill up tubs, when no empty tubs were supplied to them. Now it has to be seen whether these coal fillers had been pushing the loaded tubs to the main line all along and whether they refused to do this part of the job when they were transferred to the Cross-cut or whether they were pushing the loaded tubs only upto the trammimg point all along and that it is only when they were transferred to the Cross cut they were asked to push the loaded tubs to the main line. Though M.Ws. 1 and 2 want to say that these coal fillers had been pushing the tubs to the mainline all along and that is only when they were transferred to Cross cut they refused to push the loaded tubs on the main line on the ground that they should be provided with one extra Trammer, the evidence of W.W. 2 clearly shows that it is only the Trammers who used to attend to trammimg work and that the coal fillers never used to work on the main line. The evidence of W.W.s 1 and 3 is that they have to push the loaded tubs upto the trammimg point but not upto the mainline. It is now in evidence that pushing allowance is also paid to the coal fillers and the distance upto to which the pushing allowance is paid also throws some light on the question whether it is the duty of the coal fillers to push the loaded tubs upto the main line and whether these coal fillers would have really been pushing the loaded tubs upto the main line when they were working in No. 5 dip. A perusal of the award of All India Industrial Tribunal, (Collieries disputes) which is commonly known as Mazumdar Award, shows that reference is made to this pushing allowance and the relevant paragraphs in this award which refer to pushing allowance are paragraphs 604, 625, 631, 643, 652, 659 and 665. A perusal of paragraph 652 of this Award clearly shows that after fixing basic rate per tub at 6 Annas in addition it was recommended that the coal filler should get a consolidated allowance of 1 Anna for every tub pushed to "Trammimg Point" where the distance exceeds 100 feet or part thereof. So the words "Trammimg Point" mentioned in this paragraph clearly shows that these coal fillers are to be given pushing allowance when they push the tubs upto the trammimg point considering the distance. The evidence of M.W. 1 is that the pushing allowance is given to the coal fillers for pushing on the branch line and that no separate allowance is given to them for doing coupling work and sending the loaded tubs to the mainline. So from the recommendations contained in Muzumdar Award and from the evidence of M.W. 1 it is clear that this pushing allowance is given to the coal fillers for pushing the loaded tubs only upto the trammimg point and that no separate pushing allowance is given for pushing the loaded tubs upto the main line. Now the definite case of the petitioner is that the coal fillers in question were all along pushing the loaded tubs upto the trammimg point but not upto the main line and that when they were transferred to the Cross cut and when they were asked to push the loaded tubs to the trammimg point by the Management, since the Management had removed one trammer, they refused to do the trammimg work of the Trammer and to push the loaded tubs to the main line. Under the circumstances of this case, I am satisfied that this refusal on the part of the coalfillers is perfectly justified because the evidence in this case clearly establishes that the duty of these coal fillers was to fill empty tubs and push the loaded tubs upto the trammimg point for which they are also given pushing allowance and that the pushing of the loaded tubs to the main line from the trammimg point is only the work of the Trammer and that they are not at all concerned with what happens after they push the loaded tubs upto the trammimg point. So, though the Management had been sending the relevant reports to the concerned officers as if these coal fillers had been

stating sit down illegal strike, under the circumstances of this case, there is absolutely no reason that can be found for holding that it was only an illegal sit-down strike that these coal fillers had staged during the period in question. The evidence already referred to clearly establishes that it is because the management had removed one Trammer when the coal fillers were transferred to the Cross cut and that when these coal fillers were asked to do the trammimg work and push the loaded tubbs to the main line from the trammimg point, the coal fillers rightly refused to do that part of the job since their job of pushing the loaded tubbs was only upto the trammimg point. So this is a clear case where though the coal fillers had marked their 'IN' muster during the period in question and though they were ready to do their part of filling empty tubbs and pushing the loaded tubbs upto the trammimg point they could not do the work since the Management did not supply the empty tubbs to them. So, it is clear that the Management is not justified in refusing work to all the coal fillers who had marked 'IN' muster during the period in question and in not paying them wages for the said period.

19. It is also one of the contentions of the respondent that the coal fillers of M.K. No. 3 Incline staged a lightning strike from the third shift of 23-2-1971 and not from 24-2-1971 as mentioned in the reference and that the reference is bad and not maintainable and that neither the workmen nor the Government have named the list of workmen involved in the dispute and so the claim is vague. It is now contended by the respondent's representative that reference is not valid and that if the reference is made on incorrect assumption such a reference is invalid and insupport of this contention he relied upon the decision reported in RAMAMOORTHY V. T.D.N.P. WORKERS UNION [1963 (I) ILJ, page 507]. He also contended that even if it is assumed that this is a case of lockout still it can be justified if the lockout is due to an illegal strike and in support of his contention he relied upon the decision reported in THE ENGINEERING MAZDOOR SABHA v. S. TAKI BILGRAMI [1971 (I) LLJ, page 77]. I have already held that this is not a case of an illegal strike and so the question whether this is a lockout and whether even if it is a lockout, the lockout was due to any illegal strike does not arise for consideration. It is contended by the respondent's representative that the Conciliation Officer in this case ought to have mentioned in his report whether the action on the part of the coal fillers amounted to a strike or not and that suppressing the information given by the Management that the strike was an illegal strike, the Conciliation Officer had merely reported about the Management refusing to give work to the coal fillers and that the reference had been made on that basis and so it is not a valid reference. Ex. W. 1 is the copy of the Minutes of the Conciliation Proceedings and it shows that the respective contentions of the parties had been mentioned therein. It is after considering the materials placed before the Government, the Government had thought it fit to refer the dispute to this Tribunal as shown in the schedule to the reference. I do not know how the reference in this case can be said to be an invalid reference. Though it is contended by the respondent that the lightning strike had commenced from the third shift on 23-2-1971 and not from 24-2-1971, the evidence in this case shows that actually the supply of tubbs was stopped only from the second shift of 24-2-1971. M.W. 1 says that on 24-2-1971 he was in the first shift, that since the coal fillers have not couple the tubbs and sent to the required point there was delay in giving the empty tubbs. So his evidence clearly shows that even in the first shift on 24-2-1971 some tubbs were supplied and that it is only from the second shift on 24-2-1971 that no tubbs were supplied, whatever may be the reason given by the Management. So it is clear from the evidence that it is only from the second shift on 24-2-1971 that empty tubbs were not supplied and now the reference in this case is whether the respondent is justified in refusing work during the period from second shift of 24-2-1971. So I do not find any force in the contention of the respondent that the reference in this case is invalid.

20. For all the aforesaid reasons I hold on the dispute that is referred to this Tribunal for adjudication that the Management of Motilal Khani No. 3 of Ramakrishnapur Division of Singareni Collieries Company Limited is not justified in refusing work to all the Coal Fillers who have marked their 'IN' muster during the period from 2nd shift of the 24th February, 1971 to third shift of the 13th March, 1971 and in not paying them wages for the said period and that the coal fillers who worked during the period in question are entitled to the wages for the period from second shift on 24-2-1971 to the third shift of 13-3-1971.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 20th day of January, 1973,

P. S. ANANTH Presiding Officer.

APPENDIX OF EVIDENCE

Witnesses Examined For Employers: Workmen:

W.W.1 Neelam Lingaiah. M.W.1 A. Srinivasa Reddy
W.W.2 Vadalkundi Mondi M.W. 2 K. Victor.
W.W.3 Yenagondula Bhoomalah

Documents Exhibited for Workmen:

Ex.W.1 Minutes of the conciliation proceedings held under Section 12(4) of I.D. Act, 1947 between the Management of Singareni Collieries Co. Ltd. Manadampuri Division Motilal Khani No. 3 Incline and Tandur Coal Mines Labour Union on 18.3.1971.

Documents Exhibited for Employers:

Ex.M.1 Copy of the Express Telegram dt. 27.2.71 sent to the Labour Enforcement Officer (Central) Mancherial by the Agent, Ramakrishnapur Division.

Ex.M.2 Notice issued by the Manager, Ramakrishnapur-3 on 27-2-71 to the Fillers, Motilal Khani-3 regarding sit down strike.

Ex.M.3 Letter dated 28.2.71 of Manager, Ravindra Khani No. 3 and Motilal Khani No. 1 addressed to the Regional Commissioner (Central), Hyderabad enclosing the Form 'A' regarding sit down strike.

Ex.M.4 Form 'N' sent to the Conciliation Officer (Central), Hyderabad by the Manager, Ravindra-khani-3 and Motilal Khani-1.

Ex.M.5 From 'C' Termination of strike or Lock Out sent to the Regional Labour Commissioner (Central), Hyderabad on 20.3.71 by the Manager, Ravindra Khani No. 3 and Motilal Khani No. 1.

Ex.M.6 Post copy of confirmation of Express Telegram dated 20.3.71 of Manager, Ravindra Khani No. 3 addressed to the Chief Labour Commissioner, New Delhi intimating about the resumption of work with copies to other departments.

Ex.M.7 List of notices issued by the Manager, Ravindra Khani-3 on 28.2.71 to some of the workers as they had become surplus due to strike.

Ex.M.8 Shift Report Book from 28.1.1971 to 6.3.1972.
Ex.M.8(a) Remarks made by K. Victor overmen, Motilal Khani No. 3 Ramakrishnapur Division on 24.2.1971 in Ex. M 8 at page 163.

Ex.M.8(b) Remarks made by K. Victor Overman, Motilal Khani No. 3 Ramakrishnapur Division on 24.2.1972 in Ex.M.8 at page 165.

Ex.M.8(c) Remarks made by K. Victor Overman, Motilal Khani No. 3 Ramakrishnapur Division On 24.2.1971 in Ex. M. 8 at page 167.

Ex.M.8(d) Remarks made by K. Victor Overman, Motilal Khani No. 3 Ramakrishnapur Division on 25.2.1971 in Ex. M. 8 at page 169.

Ex.M.8(e) Remarks made by K. Victor Overman, Motilal Khani No. 3 Ramakrishnapur Division on 25.2.1972 in Ex. M. 8 at page 171.

Ex.M.8(f) Remarks made by K. Victor, Overman, Motilal-khani No. 3 Ramakrishnapur Division on 26.2.-1971 in Ex. M 8 at page 173.

Ex.M.8(g) Remarks made by K. Victor Overman, Motilal-khani No. 3 Ramakrishnapur Division on 26.2.-1971 in Ex.M.8 at page 175.

Ex.M.8(h)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 26.2.1971 in Ex. M. 8 at page 177.	Ex.M.9(c)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 7.3.1971 in Ex.M.9 at page 7.
Ex.M.8(i)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 26.2.1971 in Ex.M.8 at page 179.	Ex.M.9(d)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 9.3.1971 in Ex. M.9 at page 11.
Ex.M.8(j)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 27.2.1971 in Ex.M.8 at page 181.	Ex.M.9(e)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 9.3.1971 in Ex.M.9 at page 13.
Ex.M.8(k)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 27.2.1971 in Ex. M. 8 at page 183.	Ex.M.9(f)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 9.3.1971 in Ex.M.9 at page 15.
Ex.M.8(l)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 27.2.1971 in Ex.M.8 at page 185.	Ex.M.9(g)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 10.3.1971 in Ex.M.9 at page 17.
Ex.M.8(m)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 28.2.1971 in Ex.M.8 at page 187.	Ex.M.9(h)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 10.3.1971 in Ex. No. 9 at page 19.
Ex.M.8(n)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 28.2.1971 in Ex.M.8 at page 189.	Ex.M.9(i)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 10.3.1971 in Ex. M.9 at page 21.
Ex.M.8(o)	Ramarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 28.2.1971 in Ex. M.8 at page 191.	Ex.M.9(j)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 11.3.1971 in Ex.M.9 at page 23.
Ex.M.8(p)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 1.3.1971 in Ex.M.8 at page 193.	Ex.M.9(k)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 11.3.1971 in Ex. M.9 at page 25.
Ex.M.8(q)	Remarks made by K. Victor Overman Motilalkhani No. 3 Ramakrishnapur division on 1.3.1971 in Ex.M.8 at page 195.	Ex.M.9(l)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 11.3.1971 in Ex.M.9 at page 27.
Ex.M.8(r)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 1.3.1971 in Ex. M. 8 at page 197.	Ex.M.9(m)	Remarks made by K. Victor Overman, Motilalkhani No. 2 Ramakrishnapur division on 13.3.1971 in Ex.M.9 at page 31.
Ex.M.8(s)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 2.3.1971 in Ex.M.8 at page 199.	Ex.M.9(n)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 13.3.1971 in Ex.M.9 at page 33.
Ex.M.8(t)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur Division on 2.3.1971 in Ex. M.8 at page 201.	Ex.M.9(o)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 13.3.1971 in Ex.M.9 at page 35.
Ex.M.8(u)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 2.3.1971 in Ex.M.8 at page 203.	Ex.M.(10)	Copy of the report dated 17.3.1971 of Sri K. Victor Overmen, Kalyani Khani No. 3 and Motilalkhani No. 3 sent to the Manager Ravindra Khani No. 3 and Motilalkhani No. 3.
Ex.M.8(v)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 2.3.1971 in Ex.M.8 at page 205.	Ex.M.11	Copy of the report dated 17.3.1971 of Sri R. Harinkrham Clerk, Ravindrakhani No. 3 and Motilalkhani No. 3 sent to the Manager, Ravindrakhani No. 3 and Motilalkhani No. 3.
Ex.M.8(w)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 3.3.1971 in Ex.M.8 at page 207.		P. S. ANANTH, Presiding Officer.
Ex.M.8(x)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 3.3.1971 in Ex.M.8 at page 209.		
Ex.M.8(y)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 4.3.1971 in Ex. M.8 at page 211.		
Ex.M.8(z)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 4.3.1971 in Ex.M.8 at page 213.		
Ex.M.8(aa)	Remarks made by K. Victor Overman Motilalkhani No. 3 Ramakrishnapur division on 4.3.1971 in Ex. M.8 at page 215.		
Ex.M.8(bb)	Remarks made by K. Victor Overman, Motilalkhani No. 3. Ramakrishnapur division on 6.3.1971 in Ex.M.8 at page 217.		
Ex.M.8(cc)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 6.3.1971 in Ex. M.8 at page 219.		
Ex.M.8(dd)	Remarks made by K. Victor Overman ,Motilalkhani No. 3 Ramakrishnapur division on 6.3.1971 in Ex. M.8 at page 221.		
Ex.M.9	Shift Report Book from 7.3.1971 to 14.4.1971.		
Ex.M.9(a)	Renarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 7.3.1971 in Ex. M.9 at page 3.		
Ex.M.9(b)	Remarks made by K. Victor Overman, Motilalkhani No. 3 Ramakrishnapur division on 7.3.1971 in Ex. M.9 at page 5.		

New Delhi, the 6 March, 1973

S.O. 831.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Management of Belampalli Division of Singareni Collieries Company Limited, Post Office Belampalli (Andhra Pradesh), and their workmen, which was received by the Central Government on the 27th February, 1973.

[No. 7/17/70-LRII]

KARNAIL SINGH, Under Secy.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

Present :

Sri P. S. Ananth, B. Sc., B.L., Industrial Tribunal (Central),
Hyderabad.

Industrial Dispute No. 12 of 1971

BETWEEN

Workmen of Singareni Collieries Company Limited, Shanti Khani, Bellampalli Division,

AND

Management of Singareni Collieries Company Limited, Shanti Khani, Bellampalli Division.

Appearances:

Sri S. Nagiah Reddy, President, T.C.M.L. Union, Bellampalli—for Workmen.

Sri. M. Shyam Mohan, Personnel Officer, and Sri D. Gopala Rao, Member, Federation of Chamber of Commerce and Industries of A.P.—representing Management.

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by its Order No. 7/17/70-LR. II dated 9-12-1970 referred the following dispute under Section 10 (1) (d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act) for adjudication to this Tribunal, namely :

"Whether the management of Shanti Khani (Bellampalli Division, Singareni Collieries Company Limited) was justified in laying off 166 fillers of gangs Number 11,12, 17 and 18 of Dip Number 20 without wages for the period from the first May, 1970 to the 12th May, 1970? If not, to what relief are the workmen entitled?"

This reference was taken on file as Industrial Dispute No.12 of 1971 and notices were issued to the parties. For the purposes of convenience the workmen of Singareni Collieries Company Limited, Shanti Khani, Bellampalli Division are referred to as the petitioners and the Singareni Collieries Company Limited, Shanti Khani, Bellampalli Division, is referred to as the respondent in the course of this award.

2. The petitioners are represented by Tandur Coal Mines Labour Union, Bellampalli (hereinafter referred to as the said Union) and the President of the said Union filed the claims statement contending as follows: The Management have declared a lay-off under Section 25 (E) of the workmen mentioned in the list who are working as Fillers in 20 dip in Shanti Khani Mine. The said lay-off was both illegal and improper. There is a Union rivalry between the Andhra Pradesh Coal Mines Mazdoor which is un-recognised Union and the said Union which is the recognised Union. The Fillers in 63 dip and 75 dip have struck work under the guidance and inspiration of the minority rival Union. The management were extending their support to the said rival Union at the behest of the State Labour Minister who held the loyalties of the leaders of the rival Union. The Management instead of taking proper action against the strikers and against their uncontrolled mischief declared lay-off every day from 1-4-1969 to 12-5-1969 both days inclusive (evidently these dates are mistakes for 1-5-1970 to 12-5-1970) causing a very heavy loss of wages to 166 workmen. This action of the Management does not attract Section 25 (E) of the said Act as the strike of the Fillers in dips 63 and 75 had no effect on the Fillers in dip 20 or in the Shanti Khani. So the Management may be directed to pay the wages for the period from 1-5-1969 to 12-5-1969 to all the list mentioned workers with all attendant benefits such as Bonus, leave with pay etc.

3. The respondent filed its counter contending as follows:—The claim by the President of the said Union that the workmen belonged to the said Union is not established and so the reference is bad in law. It is admitted by the workmen that the Management has declared lay-off of the Fillers under Section 25 (E) (iii). These Fillers working in 20 dip in Shanti Khani Mine are at logger heads with their colleagues belonging to another Union by name Andhra Pradesh Singareni Collieries Mazdoor Sangh. Due to inter-Union rivalry the Management could not assess the number of affiliates to the respective Unions. It is admitted in the claims statement that there is Union rivalry. It is also admitted that the Fillers in 63 dip and 75 dip struck work due to inter-Union rivalry. It is denied by the Management that it is interested in either of the Unions by way of encouraging or discouraging. The dates mentioned are incorrect in the claims statement. The Fillers of 63 dip and 75 dip have gone on strike from 1-5-1970 and 3-5-1970 without giving any notice thereto demanding change of working place and forcibly trespassed into 20 dip district. They have obstructed Fillers working in 20 dip and did not allow to fill coal into tubs and demonstrated on the haulage tract interfering in the normal movement of tubs. The striking workmen were explained at length to refrain from obstructing the work but in vain. Since there was no other alternative employment at the moment, the respective Fillers had been laid off without compensation under Section 25 (E) (iii) of the said Act. The Management has got the right to invoke provisions of Section 25 (E) (iii) of the

said Act in laying off the fillers of 20 dip as a section of the Fillers working in dips 63 and 75 had struck work and obstructed the other Fillers of 20 dip due to inter-Union rivalry. There was no other grievance against the Management excepting the partial strike and obstruction of the work of the colleagues of the workmen claiming for wages. The Management is not responsible for the loss of wages suffered by the workmen under dispute. So the claim of the workmen is liable to be dismissed.

4. The dispute that is now referred to this Tribunal for adjudication is whether the Management of Shanti Khani of Bellampalli Division, Singareni Collieries Company Limited was justified in laying off 166 Fillers of Gang Nos. 11,12, 17 and 18 of dip No. 20 without wages for the period from 1-5-1970 to 12-5-1970?

5. The case of the petitioners is that there is Union rivalry between the said Union and the Andhra Pradesh Coal Mines Mazdoor, which is an unrecognised Union, that the Fillers in dip 63 and dip 75 struck work under the guidance and inspiration of the minority rival Union, that the Management was extending its support to the rival Union, that the Management instead of taking proper action against the strikers and against their uncontrolled mischief declared lay-off from 1-5-1970 to 12-5-1970 (in the claims statement these dates have been wrongly given as 1-5-1969 to 12-5-1969) causing loss of wages to 166 workmen and that the action of the Management does not attract the provisions of Section 25 (E) of the said Act since the strike of the Fillers in dip 63 and dip 75 had no effect on the working of the Fillers in dip 20. The contentions of the respondent are that the reference is bad in law since the claim of the said Union that the workmen belonged to the said Union is not established, that it is admitted by the workmen that there is inter-Union rivalry, that the Fillers in 63 dip and 75 dip struck work, that since the Fillers of 63 dip and 75 dip had gone on strike from 1-5-1970 and 12-5-1970 without giving any notice and forcibly trespassed into 20 dip district and obstructed the Fillers working in 20 dip and demonstrated on haulage track interfering with the normal movement of tubs, the Management had to lay-off without compensation the workmen in question and so the concerned workmen are not entitled to any wages for the said period. Now it has to be seen whether the respondent is justified in laying-off 166 Fillers without wages.

6. W.W.1 (Pasala Komariah) is working as Coalfiller in Shanti Khani in 20 dip. He says that he does not know due to what reason there was lay-off in 20 dip from 1-5-1970 to 12-5-1970, that no Shot-flers or coal cutters in any other section struck work, that the Hauler on line in 20 dip never got spoiled, that there was lay-off only for 20 dip Coalfillers, that the Bottom seam was working during these 12 days, that no one obstructed him or others from going to their work and that they have nothing to do with Haulers in 63 dip and 75 dip. In his cross examination he says that he is working in gang No. 18, that on 1-5-1970 in his Gang 10 Coal Fillers were present that each day from 1-5-1970, 10 or 11 workmen were present, that he does not remember on which day how many of them were present from 1-5-1970 that it is not correct to say that on 1-5-1970 Gang Nos. 1,2 and 4 of 63 dip and Gang Nos. 9, 10, 19 and 20 of 75 dip came to 20 dip and obstructed their work stating that they wanted to change their place of work, that on 1-5-1970 he came in the second shift at 3.00 P.M. and worked and lay-off was declared at 5.00 P.M. that he does not know the gang men of 63 dip and 75 dip obstructed the work in the Middle Seam from 1-5-1970 to 12-5-1970 that he did not find out due to what reason the lay-off was declared, that it is not correct to say that lay-off was declared only at 2.30 P.M. on 2-5-1970, that he does not know how many workers were laid off, that it is not correct to say that the whole Mine was laid off on 11-5-1970 as the gang-men of 63 dip and 75 dip caused obstruction and that he does not know whether any settlement was arrived at between the Management and the Union on 12-5-1970.

7. W.W. 2 (K. Rajam) is working as Coal filler in Shanti Khani. He says that he belongs to Gang No. 11, that in May 1970 when lay-off was declared he was working in Top Seam in 20 dip, that during the period from 1-5-1970 to 12-5-1970 the haulage lines were never out of order, that the Haulers were also not out of order, that neither the Shot-flers nor Coal cutters nor the Trammers in their 20 dip struck work, that the lay off was declared only for them and that too for only Top and Bottom seams, that he does not know the reason why the Company laid them off, that 63 dip and 75 dip are far away

from 20 dip and they have nothing to do with those two dips and that none obstructed them from working either inside or outside the Mines. In his cross examination he says that he does not know whether any workmen like them working in 63 dip and 75 dip belonged to their Union, that he does not know whether there is Gangaram's Union, that it is not correct to say that the Coal Fillers working in 63 dip and 75 dip came and obstructed them on 1-5-1970 and lay-off was declared that none came inside and obstructed them, that the hauler was working on 1-5-1970, that on 1-5-1970 he worked in the second shift which is from 3.00 P.M. to 11.30 P.M. that on that day he came for work at 3.00 P.M. and he started the work at 4.00 P.M. and the Overman came at 8.30 P.M. and said that lay off was declared, that the lay-off was declared on 2-5-1970 as suggested to him, that he did not ask the Overman why lay-off was declared, that when he asked the Overman he simply said that if he wants he can make an application to the Manager, that he does not know whether there are any differences between Nagaiah Reddy's Union and the Workers' Union, that he does not know whether lay-off was declared for the whole Mine on 11-5-1970 due to the strikers sitting on the main Haulage, that he knows that lay-off was declared only for the Coal Fillers working in 20 dip, that on 1-5-1970 he did not fill up any tubs but that he had been pushing the filled tubs during that time and that when the Overman asked them to go away saying that lay-off was declared they could not protest as he was their superior.

8. W.W.3 (V. Mutiyallu) is working as Hauler Driver in Shanti Khani. He says that he worked between 1-5-1970 to 12-5-1970 on 20 dip hauler, that he had been supplying the tubs to the Coal fillers working in 20 dip, that during that period there was no breakdown of the hauler or hauler line or any other machines, that neither Shot-firers nor Coal cutters nor any other workman struck work between these dates, that he does not know the reason why the Coal fillers of 20 dip alone were laid off though he and others were working that there is a separate hauler for supplying the tubs to the Coal fillers in 63 dip and 75 dip, that those Coal fillers have nothing to do with the work of Coal fillers done in 20 dip, that he knows nothing about any disturbance caused in 20 dip by any Coal fillers of 63 dip and 75 dip, that the Bottom Seam in 20 dip worked during those days and that he does not know why Coal fillers of 63 dip and 75 dip struck work. In his cross examination he says that he belongs to I.N.T.U.C. Union whose President is S. Nagaiah Reddy (this Nagaiah Reddy conducted the present case), that his Hauler worked on 1-5-1970 and 2-5-1970, that it is not true to say that the Hauler did not work on those two days, that the workers of 63 dip and 75 dip who struck work came and sat on the Hauler lines, that on those two days he did not supply empty tubs to the Coal fillers but filled up tubs were pushed out, that he worked in the second shift on 1-5-1970 and 2-5-1970, that he does not know how many Unions are in Shanti Khani, that he does not know whether there is Gangaram's Union in Shanti Khani, that he does not know whether the Coal fillers of 63 dip and 75 dip worked on 1-5-1970 and 2-5-1970 as those places are far away from 20 dip, that he did not find out why lay-off was declared for Coal fillers, that it is not true to say that for the whole Mine the lay off was declared on 11-5-1970 including himself and that he received his wages from 1-5-1970 to 12-5-1970. The reason given by the petitioners' representative for payment of wages to W.W.3 is that the services of W.W.3 being essential services wages were paid to him on 11-5-1970.

9. M.W.1(B.P. Pai) is working as Manager of Shanti Khani from October, 1968. He says that on 1-5-1970 the Coal fillers belonging to 63 dip and 75 dip, which are development districts, forcibly entered into 20 dip which is depillaring district, and obstructed Haulage operations, that is, they sat on the Haulage lines and prevented the movement of the tubs, that this obstructions had started from the first shift itself at about 7.30 A.M. and continued in the second shift and the night shift on 1-5-1970, that this obstruction continued on 2-5-1970 and also upto 10-5-1970, that in between 5-5-1970 was a weekly holiday and so the Mine was closed on 5-5-1970 and it was again closed on 12-5-1970 which was also a weekly holiday, that the striking Coal fillers demanded working place in 20 dip district, that on 1-5-1970 no lay off was declared since opportunity was given to those Coal fillers so that they may discuss the issue with the Supervisory Staff and other Coal fillers and arrive at a mutual agreement of working basis that on 2-5-1970 when it was found that the striking coal fillers were adamant and they refused to have any discussions, the Management was forced to declare lay-off starting from the first shift of 2-5-1970 and it continued upto third shift of 10-5-1970, that the lay-off was restricted only to the coal fillers of 20 dip district, that is, Gang-

Nos. 11, 12, 17 and 18, that on 11-5-1970 the striking coal fillers who were obstructing the Haulage lines underground in 20 dip obstructed the haulage line of the main Hauler of the mine as a result no work at all could be carried out throughout the mine and so all the workers of the mines except the essential staff were laid off in the three shifts of 11-5-1970, that at the time of the episode there were three Unions viz. I.N.T.U.C. represented by S. Nagaiah Reddy which was recognised Union, that A.I.T.U.C. Union and Singareni Collieries Mazdoor Sangh which two Unions were unrecognised Unions, that at that time the striking coalfillers of 63 dip and 75 dip were represented by the Singareni Collieries Mazdoor Sangh, that there was some rivalry between that Sangh and I.N.T.U.C. at that time, that the wages for 1-5-1970 were paid to the Coal fillers of 20 dip though they did not actually earn wages for that day since no lay-off was declared on 1-5-1970, that the striking coal fillers demanded working places in 20 dip that even prior to the strike there was this demand and the Management had been contending that it is open to the workers themselves to arrive at a working formula and that the Management could not have any objection, that when the striking workers came to 20 dip and obstructed on 1-5-1970 the Supervisory Staff advised them to go and work in their place and he also went down and advised them and they were adamant and so the lay-off had to be declared from 2-5-1970, that there were talks going on between representatives of the workers and the Management throughout this period of lay-off and obstructions that alternative employment could not be given to the Coal fillers of 20 dip as there was no chance, that at the time when the agreement was signed there was an understanding that no action should be taken against the striking Coal fillers and so no action was taken against them after the strike was over that a settlement was arrived at on 12-5-1970 between the Management and I.N.T.U.C. which is the recognised Union and Ext. M 1 is the copy of the agreement, that when lay-off was declared they put up a notice on the notice board stating the reasons for lay-off and Ext. M2 is the copy of that notice put up on 2-5-1970 for first shift, that similar notices were put up on the notice board for the other two shifts for each working day for all the shifts, that Ext. M3 to M. 27 are the copies of those notices except for third shift on 3-5-1970 which was not readily available then, that they sent copies of the notices to the Regional Assistant Commissioner of Labour (Central) and Exts. M 28 to M 36 are the copies of the communications sent along with the enclosures, that they also sent intimation to the Regional Assistant Labour Commissioner (Central) when the strike started and Ext. M37 is the copy of the telegram sent on 1-5-1970 and Ext. M38 is the copy of the confirmation of the telegram sent together with the copy of the notice in Form N, that he explained to the Coal fillers of 20 dip that due to the obstruction of the Haulage by the Coal fillers of 63 dip and 75 dip movement of tubs was not possible and that the coal fillers of 63 dip and 75 dip were treated as on strike with the result that Coalfillers of 20 dip had to be laid off, that as the management was eager to start the mine and get the maximum output it was eager that the settlement should be arrived at and so it entered into the settlement, that the Management was also not interested in stoppages of work and so the settlement was arrived at, that as per the terms of the settlement they agreed to the system of rotation between the coal fillers referred to in clause (1) in Ext. M1 and so Clause 3 in Ext. M1 is the result of Clause (1) and that this was agreed so that there may not be any more such stoppages.

10. In his cross examination he (M.W. 1) says that it is the Supervisory staff which allot working places for the workmen, that if any workman disobeys that order they will take disciplinary action against him by issuing a charge memo, that prior to the strike on 1-5-1970 by the Coal fillers of 63 dip and 75 dip they had made a demand for the change of the working place, that prior to the making of the demand the practice was that the group of coal fillers who were working in a particular place should work in that place till the coal was exhausted, that on 1-5-1970 the Coal fillers of 63 dip and 75 dip made their intention clear when they were at the surface of the mine stating that they would go down and obstruct the Coal fillers of 20 dip, that all those coal fillers went underground on 1-5-1970 for obstructing the coal fillers of 20 dip, that the Management did not think of declaring lay-off on 1-5-1970 itself because it wanted to give a chance to Coal fillers of 63 dip and 75 dip and 20 dip to come to some understanding among themselves about working places, that since the coal fillers of 63 dip and 75 dip wanted to work on 20 dip and since 20 dip coal fillers were refusing to go anywhere else and since both parties were adamant the management gave three shifts time on 1-5-1970 to see whether they could come

to any understanding, that there was no demand raised by Coal fillers of 20 dip on 1-5-1970, that since both parties did not come to any settlement inspite of giving one day's time and since the Coal fillers of 63 dip and 75 dip again obstructed the coal fillers of 20 dip, the Management was forced to declare lay-off, that they did not want to agree to the demand of the Coal fillers of 63 dip and 75 dip but they only wanted that they should evolve a formula among themselves, that they paid average wages as per the rules to the coal fillers of 20 dip for 1-5-1970, that there was no filling of tubs in 20 dip on 1-5-1970 by the Coal fillers there because the coal fillers of 63 dip and 75 dip had obstructed the Coal fillers of 20 dip, that the question of giving charge sheets to the coal fillers of 63 dip and 75 dip could arise only after the strike was over and in this case since there was an oral understanding at the time of entering into the settlement the original of Ex. M1 that no action should be taken against the striking workmen no action was taken against them after the strike was over, that the Coal fillers of 63 dip and 75 dip were represented by another unrecognised Union and so the making of any demand by the Union of the Coal fillers of 20 dip does not arise at all, that it is not true to say that the intention of the Management was to see that the Coal fillers of 20 dip were sent to other places and that the coal fillers of 63 dip and 75 dip are brought to 20 dip and that the Management had been favouring the striking Coal fillers and so it did not take any action against them either on 1-5-1970 or on 2-5-1970 or after the strike was over, that since the other workers were small in number they could be provided with alternative jobs, that since the number of coal fillers in 20 dip was large and since no alternative employment can be found for them only the coal fillers of 20 dip were laid off, that it is not correct to say that coal fillers of 20 dip also could have been given alternative jobs because there was no filling work whereas those other workers who were given alternative jobs were given jobs in their own line of work, that so far as Coal Cutters are concerned on a prior occasion they struck work as a body for the whole mine and so there was no question of declaring lay-off only for coal cutters and it was not a case of any part of the coal cutters going on strike, that if there is any strike only in 63 dip and 75 dip the work in 20 dip will not be affected unless they come and obstruct the workers in 20 dip, that if the obstruction is underground there is no use of giving police complaint, that they would have certainly used the provisions of the Standing Orders against the workers who struck work had there not been the oral understanding at the time of entering into the settlement, that the normal practice of their Company was not to charge sheet any worker during the period of strike as issuing charge sheets in the disturbed minds would only spoil all chances and so no charge sheets were issued during the strike period in this case, that it is not correct to say that in view of this illegal strike Coal fillers of 20 dip suffered loss and that Coal fillers of 63 dip and 75 dip had gained, that on the other hand the settlement has benefited the smooth working of the mine ever since and there has been no such stoppages, that when on 11-5-1970 the striking workmen obstructed the Haulage line on the surface no complaint was given to the police as the talks of settlement were in an advanced stage, that the talks were going on between all the parties referred to in the original of Ex. M1, that he cannot say exactly which persons were holding talks as he was not personally present in the talks that took place but Ex. M1 itself shows that the representatives of the Management and I.N.T.U.C. representatives had talks but he does not know what sort of talks they had, that he was not present when the original of Ex. M1 was signed and lay-off was declared under Section 25 (E) (iii) of the said Act.

11. M.W. 2 (E.A. Vincent) is working as Overman at Shanti Khani. He says that on 1-5-1970 he worked in the second shift commencing from 3.00 p.m. that on that day in his shift there was no trouble that on 2-5-1970 in his shift the Coal fillers of Gang Nos. 1, 2, 3, 4, 9, 10, 19 and 20 obstructed the Coal fillers of Gang Nos. 11, 12, 17 and 18 in Top seam in 20 dip and Middle Seam in 20 dip, that he was working in 20 dip in the second shift on 2-5-1970, that approximately the Coal fillers in Top Seam at that time were about 22 and there were about 22 in the Middle Seam, that on that day the Coal fillers of 63 dip and 75 dip wanted to work on 20 dip which was Depillaring district and so they went to 20 dip and sat on the Haulage tracks and trammimg levels and prevented the Gang Nos. 11, 12, 17 and 18 from doing their normal duties and so these obstructors were treated as strikers and the Gang Nos. 11, 12, 17 and 18 were laid off, that the coal fillers of these Gangs were informed by him about the reasons for lay-off, that he informed them about one hour after the com-

mencement of the shift, that the lay-off was declared on 2-5-1970, 3-5-1970, 4-5-1970 and again from 6-5-1970 to 10-5-1970, that on 11-5-1970 there was a complete lay-off, that is, all the workmen laid off, that 5-5-1970 was a play-day and so the mine was closed on that day, that on 11-5-1970 these obstructors started sitting on the main incline Haulage and so the lay-off was declared for all the workmen, that 12-5-1970 was a play-day and so the mine was closed, that on 13-5-1970 the normal work went on that there was continuous obstruction by the Coal fillers of 63 dip and 75 dip from 2-5-1970 to 4-5-1970 and from 6-5-1970 to 11-5-1970, that excepting on 11-5-1970 when the workers of the whole mine were laid off, on the other days other workers other than the Coal fillers were given alternative work.

12. In his cross examination he (M.W. 2) says that he does not remember whether no output was received in the second shift on 1-5-1970 from 20 dip, 63 dip and 75 dip, that as the Coal fillers, of 63 dip and 75 dip came to work on 3-5-1970 work had to be allotted to them though they created trouble in the second shift on 2-5-1970 and so they distributed the work to them also as usual and they reported to the Manager, that on 3-5-1970 he asked the Coal fillers of 63 dip and 75 dip not to create any trouble underground but they did not give any reply to him, that they created trouble underground in the second shift on 3-5-1970 also, that on 4-5-1970 also he distributed the work to them in the second shift as usual since they had come for work and since he cannot refuse to give work and he reported to the Manager about giving work to them, that so far as he knows no action was taken by the Manager on that day, that on 2-5-1970 when the other Coal fillers were laid off they asked him to give muster for them in that shift but he did not tell them that he could not do anything in the matter and that they can go and represent to the Manager, that all that they told them was that there was disorderly behaviour of the other gangs as per Coal Mines Regulations they are empowered to ask them to go out of the Mine, that it is against the Coal Mine Regulations and against the Standing Orders of the Company if one creates trouble underground by sitting on the Hauler line, that he does not know whether at that time the leader of the Coal fillers of 63 dip and 75 dip was any Sripathy Rao, that he does not know who made the representation to the Management on behalf of the Coal fillers of 63 dip and 75 dip that he does not know whether the Management made any representation to the top Management on behalf of the Coal fillers of 63 dip and 75 dip, that he does not know why the manager did not take any action against these strikers though he had orally reported to the Manager, that the Coal cutters and Trammers in 20 dip did not go on strike on any of the days from 2-5-1970, that he does not know why the Management did not take any action against the Coal fillers of 63 dip and 75 dip and that if the Coal fillers of one Seam go on strike the work of Coal fillers of other Seams will not be affected.

13. So from the evidence of the witnesses referred to above it is seen that the whole trouble started because of Coal fillers of 63 dip and 75 dip struck work from 1-5-1970. It is also seen from the evidence that the Coal fillers of 63 dip and 75 dip struck work without giving any prior notice of their demand though now the evidence of M.W. 1 is that even prior to the strike, the Coal fillers of 63 dip and 75 dip had made demand for change of working places. According to him the Coal fillers of 63 dip and 75 dip wanted to work in 20 dip and so they created this trouble. He himself admits that prior to the making of the alleged demand the practice was that the group of Coal fillers who were working in a particular place should work in that place till the coal was exhausted. He also says that on 1-5-1970 the Coal fillers of 63 dip and 75 dip made their intention clear when they were on the surface of the mine stating that they would go down and obstruct the Coal fillers of 20 dip. No doubt he also says that the Coal fillers in 20 dip knew before their commencement of their shift that the Coal fillers of 63 dip and 75 dip would be obstructing them, but the question whether the Coal fillers of 20 dip were aware of the fact that the Coal fillers of 63 dip and 75 dip would be obstructing them or not, is not very material when once it is seen from the evidence of M.W. 1 that even on 1-5-1970 the Coal fillers of 63 dip and 75 dip made their intention clear when they were on the surface of the mine that they would go down and obstruct the Coal fillers of 20 dip. Inspite of this the evidence in this case shows that the Management did not take any steps to prevent the Coal fillers of 63 dip and 75 dip from going underground and obstructing the work of the concerned coal fillers working in 20 dip. The evidence of M.Ws. 1 and 2 clearly shows that if the Coal fillers of one Seam go on strike the work of Coal fillers of other Seams will not be affected. Even M.W. 1 says that if there is any strike in 63 dip and 75 dip the work in 20 dip will not be affected unless the Coal fillers of 63 dip and 75 dip come and obstruct the

workers in 20 dip. So the evidence in this case clearly shows that this is only an illegal strike that was commenced by the Coal fillers of 63 dip and 75 dip and that even though the Management was aware of the fact that the Coal fillers of 63 dip and 75 dip made their intention clear on 1-5-1970 itself that they would go and obstruct the work of the Coal fillers of 20 dip it did not take any steps to prevent these striking Coal fillers from obstructing the work of the concerned Coal fillers of 20 dip. Now the various reasons given by M.Ws. 1 and 2 as to why no action was taken for preventing the Coal fillers of 63 dip and 75 dip from obstructing the work of the Coal fillers of 20 dip and why they had to give them work on those days, they are not at all proper. The evidence in this case shows that the Coal fillers in question were ready to do their part of the work and that in the usual course even though if there had been strike by the Coal fillers of 63 dip and 75 dip that strike would not affect the work of the Coal fillers in 20 dip and that it is because the Management had allowed the striking Coal fillers to come and obstruct the work of the Coal fillers of 20 dip, the Coal fillers in question were not given any work and they were laid off. No doubt it is now seen from Ex. M1 that on 12-5-1970 an agreement the original of Ex. M1 came to be executed between the Management and the said Union wherein it was agreed that there should be a system of rotation of the Coal fillers of 20 dip, 63 dip and 75 dip but simply because this agreement had been entered into it does not mean that the lay-off declared by the Management during the period from 2-5-1970 upto 10-5-1970 excluding play-days is justified because the evidence in this case clearly shows that it is the Management which was at fault and that it is the management which had not taken prompt steps in preventing the striking Coal fillers from creating trouble at 20 dip. The evidence does not clearly show who represented the striking coal fillers at the time when Ex. M 1 was entered into. So this is a clear case where the Coal fillers in question were deprived of the wages during the period from 2-5-1970 upto 10-5-1970 excluding play-days for no fault of their and due to the inaction on the part of the Management.

14. In view of my finding that this is a clear case where the Coal fillers in question were deprived of the wages during the period referred to above for no fault of theirs and due to the inaction on the part of the Management, the Coal fillers in question would be entitled to their wages. But now the Contentions of the respondent is that it is perfectly justified in declaring the lay-off under Section 25 (E)(iii) of the said Act and so the action of the Management is justified in declaring lay-off without compensation. Now it has to be seen whether the respondent is justified in invoking Section 25(E)(iii) of the said Act. The respondent's representative contended that when the strike is proved and when this strike had taken place in part of the establishment the respondent is perfectly justified in invoking Section 25(E)(iii) of the said Act. He relied upon the decision reported in A.C.C. Ltd., v. THEIR WORKMEN [1960(I)LLJ, page 1 (Supreme Court] and contended that the principles laid down in this decision applies to the present case. Now from the evidence it is seen that it is only the Coal fillers of Gang Nos. 11, 12, 17 and 18 of Dip. No. 20 who were alone laid off and according to the respondent this lay-off was because of the Coal fillers of 63 dip and 75 dip coming and obstructing the Coal fillers in question. It is contended by the petitioners' representative that it is only due to partisan spirit of the Management that it had been permitting the striking Coal fillers to go underground daily and that having allowed them to go underground and to cause obstruction it is not open to the Management to contend that since there was strike in one part of the establishment the lay-off was perfectly justified, and that under the circumstances of this case Section 25(E)(iii) of the said Act has no application because the places where the striking Coal fillers were working and the place where the coal fillers in question were working were different and distinct which are not connected with one another and that in the usual course even if there is any strike in 63 dip and 75 dip that strike would not affect the working in 20 dip and so Section 25(E)(iii) of the said Act has no application in this case.

15. In view of the above contentions put forward by both parties it has to be seen whether it can be held that the strike in 63 dip and 75 dip can be said to be a strike in another part of the same establishment as contemplated. Under Section 25(E)(iii) of the said Act and whether principles laid down in the decision relied upon by the respondent's representative can be applied to the facts of the present case. Before considering this aspect of the question it would be useful to refer the relevant provisions of the said Act relating to lay-off and strike. Section 2 (kkk) of the said Act defines lay-off and as per this definition lay-off means the failure, refusal or inability of an employer on account

of shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reason to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched. Section 2(g) of the said Act defines the strike and as per this definition strike means a cessation of work by a body of persons employed in any industry acting in combination, or a concerted refusal, or a refusal under a common understanding, of any number of persons who are or have been so employed to continue to work or to accept employment. Section 22 of the said Act deals with prohibition of strikes and lockouts and as per Section 22(i) no person employed in a public utility service shall go on strike in breach of contract without giving to the employer notice of strike, within six weeks before striking or within fourteen days of giving such notice, or before the expiry of the date of strike specified in any such notice as aforesaid, or during the pendency of any conciliation proceedings before a conciliation officer and seven days after the conclusion of such proceedings. Under Section 24 of the said Act a strike shall be illegal if it is commenced or declared in contravention of Section 22 of the said Act. Under Section 25(E)(iii) no compensation shall be paid to a workman who has been laid off if such laying off is due to a strike or slowing down of production on the part of the workmen in another part of the establishment.

16. Now from the evidence it is seen that so far as Singareni Collieries are concerned it is a public utility service and so the lightening strike commenced by the Coal fillers of 63 dip and 75 dip without any prior notice as contemplated in Section 22(i) of the said Act is an illegal strike. It is because of this illegal strike the Management had put up the strike notice. The evidence in this case clearly shows that even if there had been any strike in 63 dip and 75 dip it would not normally affect the work of the Coal fillers in 20 dip. So though 63 dip and 75 dip constitute one part of the same establishment and 20 dip also constitutes one part of the same establishment, so far as the work in both these parts is concerned the work in 20 dip does not depend upon the work in 63 dip and 75 dip. Now the decision relied upon by the respondents representative may be looked into whether this decision can be applied to the facts of the present case. In 1969 (I) LLJ, page 1, the question that arose for decision was whether the lay-off of the workers in certain sections of the Chaibasa Cement Workers was due to a strike on the part of workmen in another part of the establishment within the meaning of Section 25(E) (ii) of the said Act. In that case there was strike in the Limestone Quarry in Rajanka and it was contended that this particular limestone quarry was part of the establishment known as Chaibasa Cement Works. In that case their Lordships had occasion to consider the meaning of the words "one establishment" and after considering the evidence in the case before their Lordships, they observed that adjacent limestone quarry supplied the raw material, almost exclusively, to the factory and that the quarry was indeed a feeder of the factory and that without limestone from the quarry the factory could not function and that the only fair conclusion from the facts proved in that case was that the Chaibasa Cement Works consisting of the factory and the limestone quarry formed one establishment and in that view their Lordships upheld the contention of the management that the limestone quarry and the factory constituted one establishment within the meaning of Section 25(E) (iii) of the said Act and that since the lay-off in the factory was due to non-supply of Limestone by reason of the strike by the limestone quarry and that that being position of the disqualification in Section 25 (E) (iii) clearly applied to the workmen at the factory and so they were not entitled to claim lay-off compensation.

17. So from this decision it is clear that if one part of the establishment is dependent on the work in the other part of the same establishment and if that part of the establishment goes on strike, then the Management would be perfectly justified in invoking the provisions of Section 25(E)(iii) of the said Act and laying off the workers in the other part of the same establishment who do not actually go on strike. Now applying the principle laid down in the said decision to the facts of the present case it is clear that though the place of work in 20 dip and the place of work in 63 dip and 75 dip form parts of the same establishment, the work in one part of the establishment is not dependent on the work in the other part of the establishment and that even though there is strike in one part of the establishment namely in 63 dip and 75 dip it would not at all affect the work in 20 dip and that in the present case it is only because of the obstruction said to have been caused by the striking coal fillers of 63 dip and 75 dip that the work in 20 dip could not go on but it is not due to

actual strike in 63 and 75 dips that the work in 20 dip could not go on and so the lay-off had been declared so far as the Coal fillers in question are concerned. The evidence in this case also shows that if the Management had taken steps to prevent the striking Coal fillers in coming to 20 dip and causing obstruction, inspite of the strike in 63 dip and 75 dip the coal filling work in 20 dip by the Coal fillers in question would have gone on. Under these circumstances it cannot be said that this lay-off was due to a strike on the part of the workmen in another part of the establishment as contemplated under Section 25(E)(iii) of the said Act, because as already stated, even if there is any strike by the Coal fillers in 63 dip and 75 dip that strike would not effect the work of the coal fillers in 20 dip. So in this case the lay-off had no connection with the actual strike in 63 dip and 75 dip and it is because of the fault of the management in not taking appropriate steps from preventing the striking Coal fillers from causing trouble to the Coal fillers of 20 dip that the work in 20 dip could not go on the Management is not justified in having allowed the striking Coal fillers to create trouble in 20 dip and at the same time invoking the provisions of Section 25(E)(iii) of the said Act depriving the Coal fillers in question of their wages for no fault of theirs and when their work of Coal filling in 20 dip had nothing to do with the work of coal filling in 63 dip and 75 dip. So the decision relied upon by the respondents representative does not help the respondent under the circumstances of this case.

18. The respondents' representative also relied upon the decision reported in ZANDU PHARMACEUTICAL WORKS V. R. N. KULKARNI & CO. [1966(I) LLJ, page 560] in support of his contention that the Management is justified in invoking the provisions of Section 25(E)(iii) of the said Act. A perusal of this decision shows that the petitioners therein, who were carrying on business of manufacturing of medicines and drugs, had employed a large number of workmen for the factory and that when, certain workmen employed went on an illegal strike, that the petitioners therein had laid off the non-striking workmen with a view to protect the non-striking workmen and their own properties in view of the situation created by the striking employees. Then the non-striking workmen filed individual applications for recovery of lay-off compensation, under the provision of section 33(1) of the said Act. When it was contended before his Lordship that Section 25(E)(iii) of the said Act can apply only when an establishment is divided into different parts but not when there are no different parts in an establishment, his Lordship observed that there was no reason to interpret the words "part of the establishment" as canvassed by the counsel for the petitioners therein and that the word "part" as used in Section 25(E)(iii) of the said Act must be interpreted as meaning workmen other than those who were on strike or have slowed down production, even if both the categories of workmen be doing the same kind of work or even in the same part of the factory premises. His Lordship also further observed that Section 25(E)(iii) of the said Act provides that no lay-off compensation need be paid when some workmen are laid off due to a strike, which means strike of workmen other than those who are laid off and that there is therefore naturally inherent in this provision that there must be a strike in one part of the establishment, that is, of one section of the workmen and due to that reason, there is a lay-off of workmen in another part of the establishment, that is, of workmen other than those on strike. So under the circumstances of that case his Lordship held that the non-striking workmen were laid off due to the strike on the part of workmen in another part of the establishment and so Section 25(E)(iii) of the said Act applied to that case. A perusal of this decision also shows that it is because the factory was one unit and it is because some of the workmen in the factory had struck work, in order to protect non-striking workmen and also the property, the lay-off was declared under Section 25(E)(iii) of the said Act. So the facts in this decision are quite different to the facts of the present case and this decision also does not help the respondent in view of my finding that the work in No. 20 dip was not in any way directly connected with the work in 63 dip and 75 dip and that it was the management which was at fault.

19. Though the contention of the petitioners is that the Coal fillers in question were laid off from 1-5-1970 to 12-5-1970 actually from the evidence of W.W.3 and M.Ws. 1 and 2 it is seen that the first lay-off notice was put up only on 2-5-1970 and from the evidence of W.Ws. 1 and 2 it is seen that this lay-off was continued on 3-5-1970, 4-5-1970, 6-5-1970 and from 6-5-1970 till 11-5-1970 and that 5-5-1970 and 12-5-1970 were play days. So there is no question of the Coal fillers being laid off on the play days, that is, on 5-5-1970 and 12-5-1970. So it is

proved by the Management that the lay-off was from 2-5-1970 but not from 1-5-1970 and that there was no lay-off on 5-5-1970 and 12-5-1970 as they were play days. So far as lay-off on 11-5-1970 is concerned, the Management has proved that that the lay-off on that day was for the whole mine since the striking coal fillers had obstructed the main haulage line. Though the strike by the Coal fillers in 63 dip and 75 dip was illegal and though the Management did not take any effective steps against the striking Coal fillers, if this had been a case where on 11-5-1970 also only the Coal fillers in question had been laid off then they would be entitled to the wages for 11-5-70 also, but it is now seen that since the striking coal fillers had interfered with the main haulage and since the tubs could not be supplied to the Coal fillers working in all the places including the Coal fillers in question in 20 dip there was no other go for the management except to invoke the provisions of Section 25(E)(iii) of the said Act, though the Management had not taken any affective steps in the beginning against the striking coal fillers. So, under this circumstances of this case, the action of the Management in invoking the provisions of Section 25(E)(iii) of the said Act can be justified only so far as lay-off declared on 11-5-1970 is concerned, but the action of the Management in declaring lay-off for the Coal fillers in question from the periods from 2-5-1970 to 4-5-1970 and from 6-5-1970 to 10-5-1970 is not justified. So the petitioners would be entitled to wages only from 2-5-1970 to 4-5-1970 and from 6-5-1970 to 10-5-1970 but not for the whole period from 1-5-1970 to 12-5-1970.

20. For all the aforesaid reasons I hold on the dispute referred to this Tribunal for adjudication that the Management of Shanti Khani (Bellampalli Division, Singareni Collieries Company Limited was not justified in laying off 166 fillers of Gang Numbers 11, 12, 17 and 18 of Dip Number 20 without wages for the period from the 2nd May, 1970 to 4th May, 1970 and from 6th May, 1970 to 10th May, 1970 and that the said Coal fillers in question are entitled to the wages only for the period from 2-5-1970 to 4-5-1970 and from 6-5-1970 to 10-5-1970.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal this the 24th day of January, 1973.

P.S. ANANTH, Presiding Officer

APPENDIX OF EVIDENCE

Witnesses Examined for Workmen.	Witnesses Examined for Employers.
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W.W.1 Pasala Komariah.	M.W.1 B.P. Pai
W.W.2 Kududula Rajam	M.W.2 E.A. Vincent
W.W.3 V. Mutyalu.	

Documents exhibited for Workmen

NIL

Documents exhibited for Employers:

Ex.M.1	Memorandum of Settlement dt. 12-5-1970 arrived at Under Sec.12(3) of the Industrial Dispute Act between the Management of Singareni Collieries Company Limited and the workmen represented by Tandur Coal Mines Labour Union.
Ex.M.2	Lay off notice under Section 25 E (iii) of Industrial Dispute Act 1947 issued by the Manager, Shanti Khani on 2-5-1970 in 1st Shift.
Ex.M.3	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 2-5-1970 in 2nd shift.
Ex.M.4	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 2-5-1970 in 3rd shift.

Ex.M.5	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 3-5-1970 in 1Ind shift.	Ex.M23	Lay Off notice under Section 25 E(iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 10-5-1970 in 1Ind shift.
Ex.M.6	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 3-5-1970 in 3rd shift.	Ex.M24	Lay Off notice under Section 25 E(iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 11-5-1970 in 3rd shift.
Ex.M.7	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 4-5-1970 in 1st shift.	Ex.M25	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 11-5-1970 in 1st shift.
Ex.M.8	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 4-5-1970 in 1Ind shift.	Ex.M26	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 11-5-1970 in 1Ind shift.
Ex.M.9	Lay Off notice under Section 25 E(iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 4-5-1970 in 3rd shift.	Ex.M27	Lay Off notice under Section 25 E(iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 12-5-1970 in 3rd shift.
Ex.M10	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 6-5-1970 in 1st shift.	Ex.M28	From 0-2 under Rule 75A of the Industrial Disputes (Central) Rule, 1957 the Manager of Shanti Khani was informing Regional Labour Commissioner (C), Hyderabad as the lay off ended on 3-5-1970 at 7-0 a.m. at the end of 3rd shift of 2-5-1970.
Ex.M11	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 6-5-1970 in 1Ind shift.	Ex.M29	From 0-2 under Rule 75A of the Industrial Disputes (Central) Rule, 1957 the Manager of Shanti Khani was informing Regional Labour Commissioner (C), Hyderabad as the lay off ended on in all 3 shifts 3-5-1970 at 7-0 a.m. at the end of 3rd shift of 2-5-1970.
Ex.M12	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 6-5-1970 in 3rd shift.	Ex.M30	Lay Off notice dt.6-5-1970 from the 1st shift on 4-5-70 issued by the Manager, Shanti Khani and informed the Regional Labour Commissioner (C) Hyderabad.
Ex.M.13	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 7-5-1970 in 1st shift.	Ex.M.31	Lay Off notice dt. 7-5-1970 from the 1st shift on 6-5-70 issued by the Manager, Shanti Khani and informed the Regional Labour Commissioner (C), Hyderabad.
Ex.M14	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 7-5-1970 in 1Ind shift.	Ex.M32	Lay Off notice dt. 7-5-1970 from the 1st shift on 7-5-70 issued by the Manager, Shanti Khani and informed the Regional Labour Commissioner (C), Hyderabad.
Ex.M15	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 8-5-1970 in 3rd shift.	Ex.M33	Lay Off notice dt. 8-5-1970 from the 1st shift on 8-5-70 issued by the Manager, Shanti Khani and informed the Regional Labour Commissioner (C), Hyderabad.
Ex.M16	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 8-5-70 in 1st shift.	Ex.M34	Lay Off notice dt. 9-5-1970 from the 1st shift on 9-5-1970 issued by the Manager, Shanti Khani and informed the Regional Labour Commissioner (C), Hyderabad.
Ex.M.17	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 8-5-1970 in 1Ind shift.	Ex.M35	Lay Off notice dt. 10-5-1970 from the 1st shift on 9-5-1970 issued by the Manager, Shanti Khani and informed the Regional Labour Commissioner (C), Hyderabad.
Ex.M18	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 9-5-1970 in 3rd shift.	Ex.M36	Lay Off notice dt. 11-5-1970 from the 1st shift on 10-5-1970 issued by the Manager, Shanti Khani and informed the Regional Labour Commissioner (C), Hyderabad.
Ex.M19	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 9-5-1970 in 1st shift.	Ex.M37	Copy of the telegram dt. 1-5-70 of the Manager, Shanti Khani sent to the Regional Asst. Labour Commissioner (C), Hyderabad as that the strike was started by workmen.
Ex.M20	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 9-5-1970 in 1Ind shift.	Ex.M38	Post copy of the Confirmation of Telegram sent to the Regional Labour Commissioner (C) Hyderabad by the Manager of Shanti Khani on 2-5-1970.
Ex.M21	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 10-5-1970 in 3rd shift.		
Ex.M22	Lay Off notice under Section 25 E (iii) of Industrial Dispute Act, 1947 issued by the Manager, Shanti Khani on 10-5-1970 in 1st shift.		

Now Delhi, the 7th March, 1973

S. O. 832.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Delhi in the industrial dispute between the employers in relation to the Hindustan Commercial Bank Limited and their workmen, which was received by the Central Government on the 27th February, 1973.

No. L. 12012/98/71/LRIII
KARNAIL SINGH, Under Secy.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, DELHI

PRESENT:

Shri R. K. Baweja Central Govt. Industrial Tribunal, Delhi
Dated 6th February, 1973

C.G.I.D. No. 1 of 1972

BETWEEN

The employers in relation to the Hindustan Commercial Bank Ltd.

AND

Their workmen.

Shri S.N. Bhandari—for the Bank.

Shri S.K. Mehra, Vice President—for the Organisation along with

Shri Mohinder Kumar Khanna—Workman in person.

AWARD

By Order No. L 12012/98/71-LRIII dated 22nd December, 1971, the Central Government referred for adjudication to this Tribunal an industrial dispute existing between the employers in relation to the Hindustan Commercial Bank and their workmen in respect of the matter specified in the Schedule below:

"Whether the action of the management of Hindustan Commercial Bank Limited in not absorbing Shri Mohinder Kumar Khanna Clerk of their Connaught Place branch against permanent vacancy and subsequently terminating his services with effect from the 2nd August, 1971 is justified ? If not, to what relief is he entitled ?"

2. On the 30th of January, 1973 when the case was fixed for arguments, Shri S.K. Mehra, Vice President of the Organisation and Shri Mohinder Kumar Khanna the concerned workman filed a memorandum of settlement and sought an award in terms thereof. As Shri S.N. Bhandari counsel for the Bank who was also present on that day wanted to verify the same from the management, the case was adjourned to the 6th of February, 1973. When the case came up today for hearing before me Shri S.K. Mehra, Vice President of the Organisation with Shri Mohinder Kumar Khanna concerned workman and Shri S.N. Bhandari for the management put in appearance. All the above named persons admitted and verified the memorandum of settlement filed on 30th January, 1973 and sought an award in terms thereof. I, therefore, pass an award in terms of the settlement Annexure 'A' which shall form part of the award.

R. K. BAWEJA, Presiding Officer

ANNEXURE 'A'

Kanpur, the 24th January, 1973

Memorandum of Settlement dated 24th January 1973 between the Hindustan Commercial Bank Ltd., Head Office Kanpur and the All India Bank Employees Federation, Central Office, Kanpur.

In the matter of industrial dispute relating to the case of Shri Mohinder Kumar Khanna, New Delhi Branch.

The matter regarding the case of Shri Mohinder Kumar Khanna pending for adjudication before the Central Government Industrial Tribunal, Delhi was discussed by the parties.

Without prejudice, to the contentions of either party, and with a view to resolve the dispute amicably it is hereby agreed as under:

1. That Shri Mohinder Kumar Khanna be taken on probation for 6 months as clerk, without prejudice to the seniority of any other approved candidate working as a temporary clerk prior to the temporary appointment of Shri Mohinder Kumar Khanna at New Delhi branch.

2. That in view of the above, the Industrial Dispute pending before the Central Government Industrial Tribunal Delhi (Reference No. 1 of 1972) be withdrawn as a result of this settlement.

For All India Bank Employees Federation.

V. N. SEKHRI
General Secretary.

For Hindustan Commercial Bank Ltd.
O.N. MEHROTRA
Superintendent Establishment

New Delhi, the 9th March, 1973

S. O. 833.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Chandigarh in respect of a complaint under Section 33A of the said Act filed by Shri Hari Ram, M.T.O., Token No. 652-B which was received by the Central Government on 28th February 1973.

[No. L. 42012/1/73/LRIII]
KARNAIL SINGH, Under Secy.

BEFORE SHRI J.P.R. SAWHNY, B.A. (HONS) CANTAB BAR-AT-LAW, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL CENTRAL, CHANDIGARH

Complaint No. 2/44 of 1972

Under section 33-A of the Industrial Disputes Act, 1947
Shri Hari Ram, M.T.O., Token No. 652-B,

C/O Beas Sutlej Link Workers Union,
Sundernagar, Distt. Mandi (H.P.)

Complainant.

v.

Superintending Engineer,
Harabagh Tunneling Circle,
Sundernagar, Distt. Mandi.

Respondent.

Appearances:

Shri Mohinder Singh--for the complainant.

Shri Rattan Lal--for the respondent.

AWARD

This is a complaint under section 33-A of the Industrial Disputes Act, 1947, in which it has been *inter alia* stated by Shri Hari Ram that during the pendency of Reference No. 2/C of 1971 without taken prior permission of this Tribunal the Respondent Superintending Engineer had withheld increment with future effect without any justification or any fault on his part.

2. A copy of the complaint was furnished to the authorised representative of the respondent Superintending Engineer, but no reply was put in and instead the authorised representative (Shri Rattan Lal) made a statement on 19-1-1973 that he did not wish to put in reply to the complaint as the action complained of by the complainant was to be withdrawn and that the respondent Superintending Engineer reserved the right to proceed against the complainant in accordance with the provisions of Law within two months.

Thereafter statement of Shri Mohinder Singh, the authorised representative of the complainant, was recorded who has stated that he had heard the statement made by Shri Rattan Lal, the authorised representative of the respondent Superintendent Engineer and he endorsed it and prayed that the complaint be disposed of as not having pressed and withdrawn.

3. In view of the statements made by the authorised representatives of the parties, the complaint is disposed of as not having been pressed and withdrawn.

No order as to costs.

P. P. R. Sawhney, Presiding Officer

New Delhi, the 9th March, 1973

S. O. 834.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Management of Messrs Rewa Coalfields Private Limited, Post Office Dhanpuri, District Shahdol (Madhya Pradesh), and their workmen which was received by the Central Government on the 8th March, 1973.

[No. L/22012/23/72-LRII.]

KARNAIL SINGH, Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Dated February 23, 1973

Present :

Mr. Justice S.N. Katju, Presiding Officer

Case Ref. No. CSIT/LC(R)(23)/72.

(Notification No. L/22012/23/72-LRII dated 15-6-1972.)

Parties :

Employers in relation to the Management of M/s Rewa Coalfields (Private) Limited, Post Office Dhanpuri, District Shahdol (Madhya Pradesh) and their workmen represented through the Burhar Colliery Mazdoor Sabha, P.O. Dhanpuri, District Shahdol (M.P.)

Appearances :

For employers: Sri B. S. Sekhon, Personnel Officer.

For workmen: S/Sri S. S. Siddiqui, Luxmi Chandra Gupta.

INDUSTRY : Coal Mine

District : Shahdol (M.P.)

AWARD

This is a reference under Section 10 (1) (d) of the Industrial Disputes Act (hereinafter called the Act).

The question referred to is :—

"Whether keeping in view the recommendations of the Central Wage Board for Coal Mining Industry and the nature of duties performed by Shri Ali Mohammad, Clerk, the Management of Messrs Rewa Coalfields Private Limited, Post Office Dhanpuri, District Shahdol (Madhya Pradesh), is justified in placing the workman in Grade-III? If not, to what relief is the workman entitled and from which date?

It was alleged on behalf of the workman that he was working as a Despatch Clerk in M/s Rewa Coalfields Private Limited P.O. Dhanpuri, District Shahdol (hereinafter called the Coalfields) and as such he was entitled to Clerical Grade I or any other higher grade than Clerical Grade III in which he was put.

Admittedly the workman was dismissed from management's service with effect from 22-5-1972. The reference before me was made on 15-6-1972. It is, therefore, clear that on the date of the reference the workman was no longer in the employment of the Coalfields and consequently he was no longer in its employment. The dispute raised in the present reference does not concern the dismissal of the workman, but is directed to the enquiry whether the management was justified in placing the workman in Grade III. Obviously, if the workman was no longer in the employment of the management on the date of reference the question with regard to placing him in the proper grade will not arise. I was informed by the representative of the workman that separate proceedings are going on in which the dismissal of the workman has been challenged. Either the question of putting the workman in a proper grade should also be included in the aforesaid proceedings or it should have been raised in the reference before me. In the absence of any challenge as to the wrongful dismissal of the workman there is no escape from the conclusion that the present reference is misconceived and it should be held that the workman is not entitled to any relief. I therefore answer the reference accordingly.

I, however, heard the parties on merits of the dispute raised before me. Apart from the documentary evidence produced in the case, the workman Ali Mohammad himself gave evidence in the case, while Prem Ji Srivastava (E.W.1) and Makrand Prasad Tiwari (E.W.2) were examined on behalf of the management. It was contended on behalf of the management that Ali Mohammad was only a clerk in the Sales Section of the management and he was performing the duties of Grade III Clerk and consequently he was put in Clerical Grade III. According to the workman, he was transferred to the Sales Section of the management and was promoted as a Despatch Clerk in 1965. He was unable to produce the letter of his appointment, nor the letter of his promotion as a Despatch Clerk. He stated that he was only a Despatch Clerk in the Sales Section. Prem Ji Srivastava (E.W.1) categorically stated in his deposition that there is no Despatch Clerk in the Sales Section. Prem Ji Srivastava was himself working as a Sales Assistant in the Sales Section. Reliance was placed on behalf of the workman on a photographic copy of a letter addressed by him to the Chief Mining Engineer, Rewa Coalfields (Ex. W/1). In Ex.W/1 the full date when the letter was sent is not mentioned. It bears a forwarding note which Prem Ji Srivastava admitted was made by him saying "he is working as Despatcher and also help in (words illegible)". Prem Ji Srivastava stated that Ali Mohammad once came to him with an application for upgrading his grade and was told by the witness that he was not concerned with the work of up-grading. Thereafter according to the witness, Ali Mohammad came "twice or thrice" along with a chit in which it was written that "he was a good worker and he was working as a Despatch Clerk" and the witness should give him a note on those lines. After the workman had come on several occasions Prem Ji Srivastava gave a note according to his wishes. The witness further stated:—

"I only wrote it since he desired me to do so and what I wrote in the note does not mean that I have the same opinion which I expressed in it. I was not authorised to make any recommendations with regard to the upgrading of Ali Mohammad."

He further stated that he did not forward the application (Ex. W/1.) The workman stated that after the aforesaid endorsement had been made by Prem Ji Srivastava he showed the application to the Union authorities who suggested that he should get the application photographed which he did. The photo was taken in the evening and then according to the workman he gave back the application to Prem Ji Srivastava the same evening who forwarded it in his presence to the Chief Mining Engineer. As mentioned above, Prem Ji Srivastava has not admitted that he had forwarded the application to the Chief Mining Engineer as alleged by the workman. In the absence of any satisfactory proof that the original application had been forwarded to the management I am not prepared to place any reliance on the photographic copy (Ex. W/1). Prem Ji Srivastava has also stated that the work which was done by Ali Mohammad is a type of work which is given to beginners and anyone who is slightly literate can perform it. Makrand Prasad Tiwari (E.W.2) who is working as a Record-keeper and Despatch Clerk in the Coalfields has stated that there is no other Despatch Clerk in his Section and there was no such clerk since the last 20 years. He has further stated that Ali Mohammad was working in the Sales Section and he did not work in the Despatch Section. Form Ex. E/1 shows that the workman was required to make entries in the aforesaid forms which showed the number of wagons

and the carrying capacity of wagons and he also made entries with regard to the name of the consignee, destination and description of the assignment. It was contended on behalf of the management that the workman was only working as a clerk in the Sales Section doing the job of making entries of wagon numbers in the forwarding notes for allotted wagons and he was also filling up the Wagons Bracket Label. There is nothing on the record to substantiate the workman's contention that he was Despatch Clerk in the Coalfields and he should have been put in Clerical Grade I. Thus on the merits also, I am satisfied that there is no force in the workman's contention and the management was justified in placing the workman in Grade III. My award therefore is that the workman is not entitled to any relief.

S.N. KATJU, Presiding Officer

New Delhi, the 9th March 1973

S.O. 835.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of Khas Mehtadih Colliery, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 5th March, 1973.

[No. 1/18/69-LRII.]

KARNAIL SINGH, Under Secy,

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1), DHANBAD

In the matter of a reference under section 10 (1) (d) of the Industrial Disputes Act, 1947.

Reference No. 48 of 1971

Parties :

Employers in relation to the management of Khas Mehtadih Colliery, P.O. Katrasgarh, (Dhanbad)

AND

Their Workmen.

Present :

Shri D.D. Seth, Presiding Officer.

Appearances :

For the old management: Shri S.S. Mukherjee, Advocate.

For the Bharat Coking Coal Limited: Shri S.S. Mukherjee, Advocate.

For the Workmen : Shri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha.

State : Bihar

Industry : Coal

Dhanbad, the 24th February, 1972

AWARD

This is a reference under section 10(1)(d) of the Industrial Disputes Act, 1947 and arises out of an Order No. 1/18/69-LRII dated New Delhi, the 23rd August, 1971 passed by Central Government, Ministry of Labour and Rehabilitation, in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and runs as follows :

"Having regard to its financial ability, is the management justified in not paying variable dearness allowance at the rate of Rs. 1.47 p. per day as recommended by the Coal Wage Board? If not, to what relief are the workmen entitled".

2. This reference was received in the office of this Tribunal on 26-8-1971 and notices were issued to the parties. On

1-10-1971, written statement on behalf of the workmen was filed. On 28-10-1971 Shri Lalit Burman, appearing for the workmen, filed an application for impleading the Custodian of Khas Mehtadih Colliery, P.O. Katrasgarh, (Dhanbad) as a party in this reference. On 21-1-1972 Shri J.N.P. Sahi appearing on behalf of the Custodian General filed a written statement. On 24-3-1972 an application was received from the Bharat Coking Coal Limited stating that it had no objection to being added as a party in the reference and, accordingly, Bharat Coking Coal Limited was impleaded as a party to the reference and time was allowed for filing its written statement. On 1-5-1972 a written statement on behalf of the Bharat Coking Coal Limited was filed. On 7-7-1972 rejoinder was filed on behalf of the workmen and on 27-7-1972 Shri S.S. Mukherjee appearing on behalf of the old management i.e. Khas Mehtadih Colliery filed a written statement on behalf of the old management and also filed two items of documents.

3. It may be stated that Shri S.S. Mukherjee, Advocate appears for both Bharat Coking Coal Limited and also on behalf of the old management.

4. The case of the workmen, according to the written statement filed on their behalf, is that the old management implemented the recommendations of the Coal Wage Board in regard to the Coal Mining Industry as accepted by the Government of India in the Resolution dated 21-7-1967 and that item No. 2 of that Resolution was in respect of the dearness allowance as recommended by the Coal Wage Board. In paragraph 4 of the workmen's written statement it is stated that the recommendations of the Coal Wage Board regarding the variable dearness allowance are contained in paragraph 27 of Chapter VII (Vol. I) at page 54 of the Wage Board Recommendations which runs as follows :

"After an anxious consideration of the matter, and for the reasons stated above, the Board is unanimously of the opinion that the formula for compensating the increases in the cost of living index beyond Index No. 166 shall be as follows :—

"For every point's rise over the index number 166, to which our wage structure is linked, the variable dearness allowance shall be 3 paise per day. The method of calculation of the index shall be on the basis of the average of six months; i.e. from January to June and July to December in each year and the adjustments will be made on 1st October, and 1st April each year respectively as at present. If there are fractions in the average, the next higher integer will be taken".

5. Paragraph 5 of the workmen's written statement is important and runs as follows :—

"That in accordance with the above recommendations the variable dearness allowance was to be adjusted in the manner shown below:—

V.D.A. payable (Per day)	With effect from
Rs. 0.78 P.	15-8-1967
Rs. 1.11 P.	1-10-1967
Rs. 1.47 P.	1-4-1968

6. According to the workmen the old management refused to adjust the variable dearness allowance in terms of the increase in the cost of living index in accordance with the scale mentioned in paragraph 5 of the written statement and continued to pay the variable dearness allowance at the old rate of Rs. 0.78 only per day, and hence the workmen, and their union, raised a demand for increased variable dearness allowance but the management persisted in paying Rs. 0.78 P. without giving any reason. Thereafter, the union of the workmen raised the demand before the Consiliation Authority but no conciliation was arrived at between the parties. The workmen's case further is that the old management have all along been making substantial profits and hence there could be no question of the "financial ability", to pay the variable dearness allowance. Variable dearness allowance, according to the workmen, is a part of the minimum wages as prescribed by the Coal Wage Board and the sole purpose of the Scheme is to protect the prescribed minimum wage by neutralising the increases in the cost of living index and hence the question of financial ability cannot be a factor in regard to the payment of variable dearness

allowance. It is stated in paragraph 11 of the workmen's written statement that the old management was in a position to pay the increased rate of variable dearness allowance to the workmen and hence the management was not justified in not paying the variable dearness allowance at the rate of Rs. 1.47 p. per day on and from 1-4-1968 in accordance with the recommendations of the Coal Wage Board.

7. The case of the old management, as contained in its written statement, is that the Khas Mehtadih Colliery was producing lower grade non-coking coal before it was taken over by the Central Government and was depending on the local sale and sales to the private consumers. The colliery, according to the management, had been running continuously at a loss for the last few years and was, therefore, unable to pay the increased variable dearness allowance over Rs. 0.78 P. per day. The management, however, on pressure by the workmen's representatives, agreed to pay variable dearness allowance at Re. 1/- per day from December, 1969. According to the old management, considering its financial position, it was not in a position to pay the increased variable dearness allowance at the rate of Rs. 1.47 P. as mentioned in the schedule of the reference.

8. The Bharat Coking Coal Limited has adopted the written statement filed by the outgoing employers on merits and also pleaded that no award can be passed against Bharat Coking Coal Limited as no industrial dispute existed between it and the workmen concerned.

9. In this reference we are not very much concerned with the calculation of variable dearness allowance because the terms of reference are not in respect of fixation of variable dearness allowance. The terms of reference are "whether having regard to its financial ability, is the management of Khas Mehtadih Colliery justified in not paying variable dearness allowance at the rate of Rs. 1.47 P. per day as recommended by the Coal Wage Board and if not, to what relief are the workmen entitled". So the question is whether variable dearness allowance at the rate of Rs. 1.47 P. per day, as recommended by the Coal Wage Board, should have been paid to the workmen by the management having regard to its financial ability.

10. Both Shri S.S. Mukherjee, Advocate appearing for the old management and Bharat Coking Coal Limited and Shri Lalit Burman appearing on behalf of the workmen admitted that for the period from 1-4-1968 to 30-9-1969 the variable dearness allowance was Rs. 1.47 P. per day and after 30-9-1969 i.e. from 1-10-69 to 30-3-70 the variable dearness allowance was at the rate of Rs. 1.29 P. per day because the price index has gone down. In this reference both the learned representatives of the parties agreed that we are concerned with the period of payment of variable dearness allowance between 1-4-68 to 30-9-69 at Rs. 1.47 P. per day as recommended by the Coal Wage Board.

11. It has already been stated above that two documents were filed on behalf of the management and to prove those two documents Shri S.S. Mukherjee examined Shri R.L. Desai, M.W.I who stated that he is working as an Assistant Accountant in Khas Mehtadih Colliery since 1962 and that till the taking over of the colliery in 1971 the colliery was producing grade II and grade III coal and the coal produced by the colliery was being disposed of by local sale and also by sale to the private consumers. Guha & Sons the Chartered Accountants, Calcutta were the Auditors of the colliery and that firm had audited the balance sheet for the years 1969 and 1970 which have been signed by Guha and Sons. Those balance sheets were proved by Shri R.L. Desai and were marked Exts. M1 and M2.

12. In cross-examination by Shri Lalit Burman on behalf of the workmen Shri R.L. Desai stated that he had personal knowledge of the details contained in the balance sheets, marked Exts. M1 and M2. The witness also stated that he was aware that the recommendations of the Coal Wage Board came into effect with effect from 15-8-1967 and at that time the rate of variable dearness allowance paid by the colliery was Rs. 0.78P per day. Ext. M1 (P.2) is the balance sheet of the colliery "as at 31st December 69" and shows that in the previous year i.e. in 1968 the colliery had a profit of Rs. 29,595.44 and it also shows that in the year ending 31-12-1969 the colliery had a net loss of Rs. 1,54,505.07. Ext. M2 is the balance sheet for the year ending 31-12-1970 and shows that in that year the colliery sustained a loss of Rs. 5,13,019.68.

13. No evidence, either documentary or oral, was produced on behalf of the workmen and hence the only evidence on record is on behalf of the management and that evidence is, therefore, ex parte.

14. Since there is no challenge to the evidence produced by the management on behalf of the workmen, the evidence, both oral and documentary, on behalf of the management cannot be disbelieved.

15. I have heard Shri S.S. Mukherjee appearing for the old management and Bharat Coking Coal Limited and Shri Lalit Burman appearing for the workmen. The contention of Shri S.S. Mukherjee is that the management had no financial ability to pay the variable dearness allowance at Rs. 1.47 paise per day according to the Wage Board Recommendations. Shri S.S. Mukherjee also contended that the Wage Board Recommendations were only recommendations and did not amount to an award and hence had no statutory binding effect and, therefore, the financial ability to pay the variable dearness allowance at Rs. 1.47 paise per day to each workman by the management had to be looked into.

16. Shri Lalit Burman, on the other hand, contended that the variable dearness allowance recommended to be paid by the Wage Board was part of the minimum wages as prescribed by the Coal Wage Board and hence the financial ability of the colliery concerned could not be a factor in deciding whether it could or could not pay variable dearness allowance at Rs. 1.47 paise per day with effect from 1-4-1968 till 30-9-1969.

17. I have given careful thought to the contentions raised by the learned representatives of the parties and do not find any force in the contention of Shri Lalit Burman. The terms of the present reference itself show that the financial ability of the management has to be taken into consideration in coming to a decision whether the management was justified in not paying variable dearness allowance at the rate of Rs. 1.47P. per day as recommended by the Coal Wage Board. This Tribunal cannot go beyond the terms of the reference and has to confine itself to those terms which enjoins upon this Tribunal to take into consideration the financial ability of the management in deciding whether it was justified in not paying variable dearness allowance to its workmen at the rate of Rs. 1.47 paise per day as recommended by the Coal Wage Board.

18. Apart from this, there is a direct decision of the Supreme Court on this point in Management of the Kirlampudi Sugar Mills Ltd., and the Industrial Tribunal, A.P. and another 1971 (II) L.L.J. p. 491 at page 500, in paragraph 16 the Supreme Court observed as follows:—

*16. In our view there is warrant for the submission of the learned advocate for the appellant that notwithstanding the fact that a fair wage has been fixed by the Board which would be applicable to all the units in the region for which wage has been fixed, it may be open to any particular unit to plead that in fact its financial position is not such that it can bear the burden of implementing the recommendations. In Ahmedabad Mills Owners' Association etc. v. The Textile Labour Association (1966-I L.L.J. 1); (1966) I.S.C.R. 382, the observations of this Court at page 421 (of S.C.R.) lend support to our conclusions. Gajendragadkar, J. delivering the judgment of this Court observed at page 421:

The other aspect of the matter which cannot be ignored is that if a fair wage structure is constructed by adjudication, and in course of time, experience shows that the employer cannot bear the burden of such wage structure, industrial adjudication can, and in a proper case should, revise the wage structure, though such revision may result in the reduction of the wages paid to the employees. It is true that normally, once a wage structure is fixed, employees are reluctant to face a reduction in the content of their wage packet; but like all major problems associated with the industrial adjudication, the decision of this problem must also be based on the major consideration that the conflicting claims of labour and capital must be harmonised on a reasonable basis; and so, if it appears that the employer cannot really bear the burden of the increasing wage bill, industrial adjudication, on principle, can not refuse to examine the employer's case and should not hesitate to give him relief, if it is satisfied that if such relief is not given the employer may have to close down his business. It is unlikely

that such situation would frequently arise but, on principle, if such situations arise, a claim by the employer for the reduction of the wage structure cannot be rejected summarily".

19. Under the circumstances there is no force in the contention of Shri Lalit Burman on behalf of the workmen.

20. Shri Lalit Burman next contended that, in any case, in 1968, according to Ext. M1, the concerned colliery showed a profit of Rs. 29,595.44 and hence the management of the colliery was in a position to pay variable dearness allowance to its workmen at Rs. 1.47 Paise per day with effect from 1-4-1968 till 30-9-1969 and the losses incurred by the colliery in the subsequent years could not be taken into consideration.

21. It is true that in 1968 as the Ext. M1 shows there was a net profit of Rs. 29,595.44 but unless we know the number of workmen working in the colliery at that time it is impossible to decide whether the management had financial ability to pay variable dearness allowance to its workmen at the rate of Rs. 1.47 paise per day with effect from 1-4-1968 till 30-9-1969. The profit of Rs. 29,595.44 was a very marginal profit and no material has been placed before this Tribunal on behalf of the workmen to show that the amount of Rs. 29,595.44 was enough to be distributed to the workmen as variable dearness allowance at the rate of Rs. 1.47 paise per day as per Wage Board Recommendations between the period 1-4-1968 and 30-9-1969. On a question being put by me Shri Lalit Burman had to concede that it was an error not to produce any evidence on behalf of the workmen to show whether the amount of Rs. 29,595.44 was sufficient for the purpose of paying variable dearness allowance to the workmen by the management at Rs. 1.47 paise per day between the period 1-4-1968 and 30-9-1969. Moreover, the fact that the management had a profit of Rs. 29,595.44 came to its knowledge after 31-12-1968 when the balance sheet was prepared and audited and hence on 1-4-1968 the management was not in a position to know about its financial ability to pay variable dearness allowance to its workmen at Rs. 1.47 paise per day as per Wage Board Recommendations.

22. No other contention was raised by the learned representatives of the parties.

23. My award therefore, is, that having regard to its financial ability the management of Khas Mehtadih Colliery, P.O. Katrasgarh, (Dhanbad) was justified in not paying variable dearness allowance to its workmen at the rate of Rs. 1.47 paise per day as recommended by the Coal Wage Board. The workmen, are, therefore not entitled to any relief.

24. Let a copy of this award be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

D.D. SETH, Presiding Officer.

New Delhi, the 9th March, 1973

S.O. 836.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employees in relation to the management of Surakachhar Colliery of National Coal Development Corporation Limited, Post Office Bankimogra, District Bilaspur (Madhya Pradesh); and their workmen, which was received by the Central Government on the 8th March, 1973.

[No. L/22012/10/72-LRII]

KARNAIL SINGH, Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR.

Dated February, 20, 1973

Present:

MR. Justice S.N. Katju Presiding Officer.

Case Ref. No. CGIT/LC(R) (33)/72

(Notification No. L/22012/10/72-LRII dated 26-8-1972)

Parties:

Employers in relation to the management of Surakachhar Colliery of National Coal Development Corporation Limited, Post Office Bankimogra, District Bilaspur

AND

Their workmen represented through the M.P. Colliery Workers' Federation, Post Office Korba Colliery, District Bilaspur (Madhya Pradesh).

Appearances:

For employers : Shri P.S. Nair, Advocate.
For Workmen : Shri Gulab Gupta, Advocate.

Industry : Coal Mine District : Bilaspur (M.P.)

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act (hereinafter called the Act).

The question referred to is:—

"Whether the action of the management of Surakachhar Colliery of National Coal Development Corporation Limited, Post Office Bankimogra, District Bilaspur (M.P.) in transferring Shri R.N. Kumar from the post of Assistant Store Keeper to the post of Explosive Issuer at the Colliery Magazine with change in hours of work with effect from the 12th May, 1971, is justified? If not, to what relief is the workman entitled?"

It was alleged by the workman that he was discharging the duties of Assistant Store Keeper in Surakachhar Colliery stores and he was eventually transferred to work as Magazine Clerk/ Explosive Issuer in the Colliery Sub-Magazine. It was stated on behalf of the management that the reference was misconceived because the workman was never transferred to the post of Explosive Issuer at the Colliery Magazine. It was alleged that the Colliery Magazine was a part of the Stores and the receipt and issue of explosives is a store item which is dealt by the stores personnel. Since the workman was one of the stores personnel he had been deputed to receive and issue explosive from the Colliery Magazine. It was further alleged that the Colliery stores had to handle a large number of materials and several Assistant Stores Keepers who worked in different shifts had been appointed to handle the stores and such Assistant Store Keepers were shifted and rotated from one section to other within the stores according to administrative convenience. The management has also stated that it had no post like that of an Explosive Issuer as alleged in the reference.

It was conceded on behalf of the workman in its rejoinder that "no formal transfer order was issued transferring Sri R. N. Kumar to the Magazine, but the fact remains that he was transferred to work at the Colliery Magazine." Since it was conceded on behalf of the workman that there was no formal order transferring R. N. Kumar from the "post of Assistant Stores Keeper to the post of an Explosive Issuer at the Colliery Magazine" this admission alone will be sufficient to dispose of the reference. Since there was no transfer of R. N. Kumar, as mentioned in the schedule to the reference, the workman is not entitled to any relief. It was strenuously argued on behalf of the workman that under the Mines Regulations the Explosive Section of the Stores has to be separately looked after and persons handling the general stores cannot be made to work in the Explosive Section of the Stores. I need not go further into the matter because it was categorically stated on behalf of the management that there was no separate post of an Explosive Issuer" and therefore on that ground also there could be no question of transfer of R. N. Kumar to the post of Explosive Issuer. It is another matter whether the management should have dealt with the Explosive Section separately and not by the personnel who handle stores of the colliery. The management has further stated that the workman has to do actual work for three hours in a spread over of eight hours in a day. Besides the averments made by the workman there is nothing to indicate that the contentions put forward on behalf of the management should be discarded. My answer to the reference, therefore, is that R. N. Kumar has not been transferred from the post of Assistant Stores Keeper to the post of Explosive Issuer at the Colliery Magazine and there has been no change in his working hours with effect from 12-5-1971 and he is not entitled to any relief. I make my award accordingly. I make no order as to costs.

S. N. KATJU, Presiding Officer.

New Delhi the 9th March, 1973.

S.O. 837.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Chandigarh in respect of a complaint under section 33A of the said Act filed by Shri Amar Nath, truck driver T. No. 383-J, whih was received by the Central Government on 28th February, 1973.

AWARD

[No. L. 42012/1/73/LRIII]

KARNAIL SINGH, Under Secy.

BEFORE SHRI P. P. R. SAWHNY, CANTAB BAR-AT-LAW, PRESIDING OFFICER, CENTRAL INUSTRIAL TRIBUNAL, CHANDIGARH

Complaint No. 2/20 of 1972

Under S. 33-A of the Industrial Disputes Act, 1947.

Shri Amar Nath, Driver, T. No. 383-J, of Aggregate Production Division B.S. L. Project, Sundernagar.

Vs.

Executive Engineer, Aggregate Production Division, B.S.L. Project, Sundernagar, District Mandi (H.P.)

Complainant.

Respondent.

Appearances :

Shri Mohinder Singh—for the complainant.
Shri Rattan Lal—for the respondent.

AWARD

Shri Amar Nath, truck driver, has filed this complaint, and maintained that he was transferred on 3-3-72 in Hydel Construction Division No.2, Sundernagar, where employees Provident Fund Scheme was not applicable, and that there was contravention of the provisions of section 9-A of the Industrial Disputes Act, 1947, inasmuch as his service conditions had been altered intentionally in order to deprive him of the benefit of the Provident Fund scheme, and this action had been taken by the respondent, Executive Engineer without seeking prior permission of this Tribunal as required under section 33(2)(b) of the Industrial Disputes Act, 1947 in view of reference No. 2/C of 1971 being pending at that time.

2. In the reply that was filed to the complaint by the respondent Executive Engineer, the following two preliminary objections were taken, and in respect of merits the respondent denied that there had been any contravention of the provisions of section 33-A of the Industrial Disputes Act, 1947, and added that if there was any violation under section 9-A of the Act, the complainant could not have approached the Tribunal to redress his grievances, and that the complainant had been transferred in the exigencies of work, without contravening any provisions of law and it was not necessary to secure prior permission from this Tribunal, as the respondent was within his right to transfer the complainant from one Division to another and from one work-spot to another, and that under these circumstances there had been no change in the service condition of the complainant, and there was no bar in transferring an employee from one area to another area, where Employees Provident Fund Scheme was not applicable, which had been done in public interest the complaint having become surplus to the requirements of the Aggregate Production Division.

Preliminary objections

1. That the complaint did not attract the provisions of section 33-A of the Industrial Disputes Act, 1947 and is as such without jurisdiction and not maintainable ?
 2. That if at all there had been any contravention of law, it was under section 9-A of the Industrial Disputes Act, 1947, for which the remedy did not lie before the Tribunal.
- No written rejoinder was put in by the complainant.
3. The following issues were framed on the pleadings of the parties :—
 - (1) Whether the complaint in question does not attract the provisions of S. 33-A of the Industrial Disputes

Act, 1947, and whether on that account the complaint is without jurisdiction and not maintainable ?

- (2) Whether the alleged contravention of the provisions of law is under section 9-A of the Industrial Disputes Act, 1947, as claimed by the respondent Executive Engineer for which the remedy does not lie before this Tribunal and whether on that account the instant complaint is not maintainable ?

On merits :

Whether the respondent, Executive Engineer, was justified in transferring Shri Amar Nath on 3-3-72 to the Hydel Construction Division No. 2, Sundernagar against his wishes where Employees Provident Fund scheme was not applicable, and in that way debarred him from availing of the benefits of such scheme which he had been already availing of, and whether on that account there had been any contravention of section 33 of the impugned action had been taken during the pendency of reference No. 2/C of 1971?

4. The contention of the respondent management is that there was no contravention of the provisions of section 33-A of the Industrial Disputes Act, 1947 as the action complained of is not connected with the reference No. 2/C of 1971, in which the items of dispute are :—

- (i) Revision of pay scales of workcharged employees;
- (ii) Regularisation of the services of the workcharged employees;
- (iii) Accident and retrenchment compensation to workmen drawing over Rs. 500/- per month; and
- (iv) Gratuity scheme; and

That even if there was a contravention of section 9-A of the Industrial Dispute Act, 1947, it was not open to the complainant to approach the Tribunal for having his grievances redressed.

It has further been maintained that the transfer cannot be deemed as punishment when there was no *malafide* and had been ordered due to exigencies of work even to an area where no Provident Fund scheme was applicable as alleged by the complainant inasmuch as an employer can transfer an employee from one place to another.

The liability of the workmen to be transferred from one department to another or from one spot of work to another is an ordinary condition of service, and such a transfer cannot amount to be a contravention of the provisions of Section 33-A of the Industrial Disputes Act, 1947. The fact that the workman is not able to get the same amount by way of overtime charges or Provident fund benefit, cannot be deemed to be alteration of condition of service or as punishment, as no workman has a right to work overtime or to get benefit of Provident Fund Scheme when it is not a condition of service. A transfer of an employee which is justified by the exigencies of service and is in accordance with the standing orders, can under no circumstances be said to be in violation of section 33-A of the Industrial Disputes Act, 1947.

Having regard to this background, it cannot be said that there has been any alteration in the conditions of section 33-A, and this apart alteration of conditions of service was not one of the matters in dispute or subject matter of the reference of No. 2/C of 1971. There must be some connection of the dispute with the matter in respect of which complaint is made under section 33-A.

Date 19-1-1973

P.P.R. SAWHNY, Presiding Officer,

No. 348

Dated, Chandigarh, the 19-2-73

Award, in quadruplicate, forwarded to the Under Secretary, Departments of Labour & Employment, Govt. of India New Delhi as required under section 15 of the Industrial Disputes Act, 1947.

P.P.R. SAWHNY, Presiding Officer.

नई दिल्ली, 6 मार्च, 1973

का० आ० 838.—गोदी कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 5-क भी उपधारा (3) और (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं दलदारा निम्नलिखित अवक्षियों को विशाखापटनम् गोदी श्रमिक बोर्ड का सदस्य नियुक्त करती है और श्री आर० श्रीनिवासन को उसका अध्यक्ष मनोनीत करती है, तथा निर्देश देती है कि भारत सरकार के भूतपूर्व थम, रोजगार तथा पुनर्वर्गीय संवालय (थम श्रीरोजगार विभाग) की अधिसूचना संख्या 3582, दिनांक 28 मितम्बर, 1968 में निम्नलिखित संशोधन किये जायेंगे, प्रथात् :—

उक्त अधिसूचना में,

(i) "केन्द्रीय सरकार का प्रतिनिधित्व करने वाले सदस्य" शीर्षक के नीचे, मह संख्या (1) से (4) के सामने की प्रविष्टियों के लिए, निम्नलिखित को प्रतिस्थापित किया जायेगा :—
"(1) श्री आर० श्रीनिवासन, अध्यक्ष, विशाखापटनम् पत्तन न्यास, विशाखापटनम्।

(2) उपाध्यक्ष, विशाखापटनम् गोदी थम बोर्ड, विशाखापटनम्।
(3) प्रादेशिक सहायक थमायुक्त, विशाखापटनम्।
(4) सहायक थमायुक्त (केन्द्रीय), विशाखापटनम्।

(ii) "गोदी श्रमिकों का प्रतिनिधित्व करने वाले सदस्य"। शीर्षक के नीचे मह 1 से 4 के सामने की प्रविष्टियों के लिए, निम्नलिखित को प्रतिस्थापित किया जायेगा, प्रथात् :—

"(1) श्री एम० बी० भवरम्
(2) श्री एम० गुरुमूर्ति
(3) श्री कौ० पोलाराजू
(4) श्री कौ० पोलपरोलू अपाला स्थामी } विशाखापटनम् बन्दरगाह
} और पत्तन थमिक
} यूनियन के प्रतिनिधि।";

(iii) "गोदी श्रमिकों और जहाजरारों कम्पनियों के नियोजकों का प्रतिनिधित्व करने वाले सदस्य" शीर्षक के नीचे मह संख्या (1) और (2) के सामने की प्रविष्टियों के लिए, निम्नलिखित को प्रतिस्थापित किया जायेगा, प्रथात् :—
"(1) श्री क० एस० एस० वस० विशाखापटनम् सौभारक एस०-
(2) श्री डॉ० बनर्जी } सिएण्टन के प्रतिनिधि।"

[का० संख्या शी-15012/1/71-पी. एंड डी.]

New Delhi, the 6th March, 1973

S.O. 838.—In exercise of the powers conferred by sub-sections (3) and (4) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby appoints the following persons as members of the Visakhapatnam Dock Labour Board and nominates Shri R. Srinivasan as Chairman thereof, and directs that the following amendments shall be made in the notification of the Government of India, in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3582, dated the 28th September, 1968, namely :—

In the said notification,—

(i) for the entries against items (1) to (4) under the heading "Members representing the Central Government", the following shall be substituted :—
"(1) Shri R. Srinivasan, Chairman, Visakhapatnam Port Trust, Visakhapatnam.

- (2) The Deputy Chairman, Visakhapatnam Dock Labour Board, Visakhapatnam.
- (3) The Regional Assistant Commissioner of Labour, Visakhapatnam.
- (4) The Assistant Labour Commissioner (Central), Visakhapatnam.";

(ii) for the entries against items (1) to (4) under the heading "Members representing the Dock Workers", the following shall be substituted, namely :—

"(1) Shri M. V. Bhadram
(2) Shri M. Gurumurty
(3) Shri K. Polaraju
(4) Shri Koruprolu Appala } Representatives of the Visakhapatnam Harbour and Port Swamy. Workers' Union";

(iii) for the entries against items (1) and (2) under the heading "Members representing the employers of Dock Workers and Shipping Companies", the following shall be substituted, namely :—

"(1) Shri K. S. Dutt
(2) Shri D. Banerjee } Representatives of the Visakhapatnam Steve-dores Association".

[No. V-15012/1/71-P & D]

नई दिल्ली, 8 मार्च, 1973

का० आ० 839.—मद्रास अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) स्कीम, 1957 में और संशोधन करने के लिए स्कीम का निम्नलिखित प्रारूप जिसे केन्द्रीय सरकार, डॉक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बनाने की प्रस्तावना करती है, उक्त उपधारा द्वारा यथा अनेकत, उन सभी अवक्षियों की जानकारी के लिए, जिनका उससे प्रभावित होना संभाष्य है प्रकाशित किया जाता है; और एतद्वारा यह सूचना दी जाती है कि उक्त प्रारूप पर इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 45 दिनों की अवधि बीतने पर अध्यक्ष उसके पश्चात् विचार किया जायेगा।

उक्त प्रारूप के बारे में जो आक्षेप या सुझाव किसी अवक्षिय से इस प्रकार विनिश्चित तारीख के पूर्व प्राप्त होगी, उन पर केन्द्रीय सरकार द्वारा विचार किया जाएगा।

प्रारूप स्कीम

1. इस स्कीम का नाम मद्रास अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) संयोगन स्कीम 1973 होगा।
2. मद्रास अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन) का विनियमन स्कीम, 1957 में,—

(i) धारा 6 वा की उप-धारा (2) की मद्दत (क) में—जहाँ कहीं "तीन" शब्द आता है के बदले "दो" शब्द प्रति स्थापित किया जाएगा।
(ख) "और विशिष्ट इकाई प्रथात्" शब्दों के बाद आने वाला "कोयला" शब्द निकाल दिया जाएगा।

(ii) धारा 9 क में, उप-धारा (2) में, --

(क) आरंभिक ऐराकार में, "तीन" शब्द के बदले, "दो" शब्द प्रतिस्थापित किया जाएगा;
(ख) मद्द (iii) को निकाल दिया जाएगा;

- (iii) अनुसूची में, मरण (3) के लिए, निम्नलिखित मरण प्रतिस्थापित की जाएगी, पर्याप्त।
 "(3) भोयला (बंकर कोयला समेत) उठाने में विशेषज्ञ समुद्रतटीय अधिक।"
- [का० संख्या नौ-13011/2/72-पी०-एड बी०]

New Delhi, the 8th March, 1973

S. O. 839.—The following draft of a Scheme further to amend the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957 which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the expiry of a period of 45 days from the date of publication of this notification in the Official Gazette.

Any objections or suggestions which may be received from any person with respect to the said draft before the expiry of the period so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Madras Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1973.

2. In the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957,—

(i) in item (a) of sub-clause (2) of clause 6B—the word "three" wherever it occurs, the word "two" shall be substituted;

(b) the word "coal" occurring after the words "and distinct unit namely" shall be omitted.

(ii) in clause 9A, in sub-clause (2),—

(a) in the opening paragraph, for the word "three", the word "two" shall be substituted;

(b) item (iii) shall be omitted;

(iii) in the Schedule, for item (3), the following item shall be substituted, namely :—

"(3) Shore labour employed in handling coal (including bunker coal)"

[F. No. V. 13011/2/72-P&D]

का० ना० 840.—मद्रास गोदी कर्मकार (नियोजन का विनियमन) स्कीम, 1956 में और संशोधन करते हैं लिए स्कीम का निम्नलिखित प्रारूप, जिसे केन्द्रीय सरकार कर्मकार (नियोजन का विनियमन) विधिनियम, 1948 (1948 का 9) की आरा 4 की उपधारा (i) द्वारा प्रदत्त व्यक्तियों का प्रयोग करते हुए, उठाने की प्रस्थापना करती है, उक्त उपधारा द्वारा यथा अनेकांत, उन सभी व्यक्तियों की जागहारी के लिए, जिनका उससे प्रभावित होना संभाव्य है, प्रकाशित किया जाता है; और एवं उपधारा यह सूचना दी जाती है कि उक्त प्रारूप पर इस प्रधिसूचना के राजपत्र में प्रकाशन की तारीख से 45 दिन की प्रवधि के बीतने पर या उस के पश्चात् विचार किया जाएगा। उक्त प्रारूप के बारे में जो प्राक्षेप या सुझाव किसी व्यक्ति से इस प्रकार विनिविष्ट तारीख के पूर्व प्राप्त होगी, उन पर केन्द्रीय सरकार द्वारा विचार किया जाएगा।

प्रारूप घोषना

1. इस स्कीम का नाम मद्रास गोदी कर्मकार (नियोजन का विनियमन) संशोधन स्कीम, 1973 होगा।

2. मद्रास गोदी कर्मकार (नियोजन का विनियमन) स्कीम, 1956 की अनुसूची 1 की मरण (i) में से "परन्तु कोयले सम्बन्धी कार्य को छोड़कर" शब्द निकाल दिए जायेंगे।

[का० सं० नौ-13011/2/72-पी० एण्ड बी०]

बी० संकरातिगम, अपर सचिव

S. O. 840.—The following draft of a Scheme further to amend the Madras Dock Workers (Regulation of Employment) Scheme, 1956 which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the expiry of a period of 45 days from the date of publication of this notification in the official Gazette.

Any objections or suggestions which may be received from any person with respect to the said draft before the expiry of the period so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1973.

2. In Schedule 1 of the Madras Dock Workers (Regulation of Employment) Scheme, 1956 in item (1) of words "but excluding coal work" shall be omitted.

[F. No. V. 13011/72-P&D/2]

S. O. 841.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri A. N. Roy, Regional Labour Commissioner (Central), Calcutta, Arbitrator, in the industrial dispute between the employers in relation to the management of Calcutta Port Commissioners, Calcutta and their workmen, which was received by the Central Government on the 24th February, 1973.

(Award).

[No. L. 32013/2/72-P & D]

V. SANKARALINGAM,
Under Secy.

BEFORE SHRI A. N. ROY, ARBITRATOR

Arbitration in industrial dispute

BETWEEN

The Commissioners for the Port of Calcutta
AND

Their workmen represented by National Union of Waterfront Workers, Calcutta.

Present :—Shri A. N. Roy, Arbitrator.

Appearance :

For the employers :

- (1) Shri S. P. Naha, Deputy Labour Adviser and Industrial Relations Officer, Calcutta Port Commissioners.
- (2) Shri G. S. Paul, River Research Officer, Hydraulic Study Department, Calcutta Port Commissioners.
- (3) Shri D. N. Kar, Labour Officer, Calcutta Port Commissioners.
- (4) Shri R. K. Bose, Labour Officer, Calcutta Port Commissioners.

For the workmen :

- (1) Shri Nirmal Dasgupta, Secretary, National Union of Waterfront Workers, Calcutta.

ARBITRATION AWARD UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947

The management of the Commissioners for the Port of Calcutta and their workmen represented by National Union of Waterfront Workers by an Arbitration Agreement dated 22-8-72

agreed to refer the Industrial dispute existing between them over the question of promotion of Shri R. N. Saha, Lascar to the post of Seacunny of M.L. 'Investigator' to my arbitration under sub-section (I) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947). The Govt. of India in the Ministry of Labour, Employment and Rehabilitation (Dept. of Labour and Employment) in pursuance of the provisions of sub-section (3) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947) published the said Arbitration Agreement *vide* Notification No. L. 32013/2/72-P&D dated 14-9-72. The following specific matter in dispute was referred to my Arbitration :—

Specific matter in dispute

"Whether the claim of Shri R. N. Saha, Lascar for promotion to the post of Seacunny of M.L. 'Investigator' is justified".

2. Accordingly, I fixed up hearing in the matter in my office on 12-10-72 requesting the parties at the same time to submit their written statement by 30th September, 1972 endorsing a copy thereto to the opposite party in order that each party could submit their counter comments to me endorsing copy to the other party *vide* my letter No. Cal-53(65)/72 dated 22-9-72. None of the parties however, submitted their written statements to me in the matter within the specified date; instead they jointly requested me to fix up the case for hearing some time after Puja holidays. Accordingly, next date of hearing was fixed up on 30-10-72 which was again adjourned to 2-12-72. Meantime, the Commissioners for the Port of Calcutta submitted their written statement in the matter to me *vide* letter No. 6640/5/C dated 10-10-72. The hearing on 2-12-72 could not be held again as the representative of the National Union of Waterfront Workers prayed for a short adjournment, and accordingly it was adjourned to 8-1-73 on which date too, the representative of the Union prayed for adjournment, and as the representative of the Calcutta Port Commissioners had no objection to it, the same was adjourned to 18-1-73. In the meantime, the National Union of Waterfront Workers submitted its written statement in the matter *vide* letter No. NU/25/1290/72 dated 7-12-72.

3. The parties were finally heard in person on 18-1-73, 22-1-73 and 24-1-73. S/Shri S. P. Naha, Dy. Labour Adviser and Industrial Relations Officer, G. S. Paul, River Research Officer, Hydraulic Department, D. N. Kar and R. K. Bose, Labour Officers represented the Commissioners for the Port of Calcutta and Shri Nirmal Dasgupta, Secretary, National Union of Waterfront Workers represented the workmen in the hearings.

4. The case of the National Union of Waterfront Workers in the instant dispute is, in brief, as under :—

Shri R. N. Saha, having obtained a training certificate from the Inland Water Transport Crew Training Centre, Govt. of West Bengal, had secured first employment on Commissioners' vessel, R.S.V. 'Pathfinder' as a Lascar grade-I on 19-12-59. The Commissioners for the Port of Calcutta discontinued the practice of recruiting Lascars for vessel without this training certificate as early as in 1950. There are two separate scales of pay for Lascar, grade-I and grade-II in the Commissioners for the Port of Calcutta, the grade-I being in the scale of Rs. 40-1-50 and grade-II in the scale of Rs. 34-1-40-E8-1-50. Shri Saha had been employed against a permanent vacancy of Lascar, grade-I on R.S.V. 'Pathfinder' on 28-11-61 and was transferred to M.L. 'Investigator' on 1-9-62 against another permanent post of Lascar, grade-I. The transfer order was duly endorsed in Shri Saha's Service Book signed by the Chief Officer, R.S.V. 'Pathfinder', Shri Nagra.

5. The M.L. 'Investigator' was acquired by the Commissioners for the Port of Calcutta in 1963 from a private party and the placement of staff of various categories for the same was made from different Survey Vessels of the Commissioners. The newly created research unit under the Chief Hydraulic Engineer came into being only in 1962 with two vessels *viz.*, R.V. 'Anusandhani' and M.L. 'Investigator' and staff for these two vessels were taken from among the staff of River Survey vessels *viz.*, R.S.V. 'Pathfinder', R.S.V. Guide, R.S.V. Haldia and R.S.V. Triveni. The nature of work and other related factors of the two units, namely, River Survey and River Research were more or less identical and that was the reason of bringing experienced and efficient officers and workmen from the River Survey Unit to River Research Unit. And all such persons so transferred were given service seniority and other benefits as it was due to them if they had continued in their parent unit.

6. There are two Lascars, namely Shri R. N. Saha and Shri S. K. Bhowmik in M.L. 'Investigator' and the service particulars of these two persons are as follows :—

Shri R. N. Saha :

Shri Saha was first appointed on R.S.V. 'Pathfinder' as Lascar grade-I from 19-12-59 to 13-1-60 against a leave vacancy. He worked with breaks on different survey vessels as Lascar grade-I between the period from 19-12-59 to 25-11-61 as shown below :—

R. S. V. 'Pathfinder'	— 19-12-59 to 13-1-60
S. L. 'Lapwing'	— 5-2-60 to 9-4-60
R. S. V. 'Guide'	— 12-7-60 to 23-7-60
R. S. V. 'Pathfinder'	— 6-10-60 to 20-11-60
R. S. V. 'Pathfinder'	— 7-3-61 to 25-7-61
M. L. 'Spud'	— 11-10-61 to 25-11-61

Shri Saha's continued service on R. S. V. 'Pathfinder' is from 28-11-61. He was subsequently transferred to M. L. 'Investigator' on 1-9-62 and is continuing to work there ever since. Shri Sujit Kumar Bhowmik.

7. Shri Bhowmik, on the otherhand, was first appointed without having any Training Certificate from the Inland Water Transport Crew Training Centre as Lascar grade-II on shore (not on vessel) on 11-4-60 and worked till 4-3-61. He was again appointed as Lascar grade-II on shore on 17-4-61 and continued till 30-6-62. He has never worked on vessel as Lascar grade-I (with higher scale of pay for Lascar) prior to his posting on M. L. 'Investigator' on 1-7-62.

8. According to the Union, the Commissioners for the Port of Calcutta ignored the age old practice and their commitments to the Govt. of West Bengal in terms of which all recruitment of marine staff in the cadre of Lascar grade-I and grade-II would be made through Employment Exchange and those must be from the Inland Water Transport Crew Training Centre's personnel, for Shri Bhowmik had neither been nominated by the Employment Exchange nor did he possess the said training certificate.

9. The union has stated that the *inter se* seniority of Shri R. N. Saha and Shri S. K. Bhowmik should be determined for purpose of promotion to the post of Seacunny on the basis of Commissioner's seniority principles, known as 'Seniority Rules', clause I of which reads as follows :—

"The seniority of a man in a grade should be determined on the basis of total length of his service in that grade or in an equivalent grade".

The union has stated that Shri R. N. Saha's continuous service as grade-I Lascar is from 25-11-61 while Shri Bhowmik's in that grade is from 1-7-62. The Commissioners in their own interest, transferred Shri Saha along with two others, *viz.*, Shri Sadhan Chandra Dey and Shri Sk. Sonahar from Survey vessels, R. S. V. 'Pathfinder' to Research Launch M. L. 'Investigator' and subsequently the latter two were again transferred to research vessels R. V. 'Anusandhani' with all service benefits including seniority while the former one was retained on M. L. 'Investigator'. It would be the correct to say that Shri Saha's transfer was not in the interest of the Commissioners for the Port of Calcutta. Again, the Commissioners have never promoted a non-certificated rating to a post of Seacunny on propelled vessels. There is a uniform policy of the Commissioners in the matter of promotion from the immediate lower rank of Lascar with certificate of training. The union, therefore, maintains that Shri Saha should be treated as senior to Shri Bhowmik in terms of clause No. 9 of the commissioners' 'Seniority Rules' which is as follows :—

"Men who were transferred from one Department to another in the interests of the Commissioners would be allowed to count their service in their original departments for purposes of seniority in the new department".

In their written statement the Commissioners for the Port of Calcutta have submitted their case as under :—

The Commissioners for the Port of Calcutta have laid down a set of common principles for determining seniority of their

employees working in all departments. The seniority of the employees of the Chief Hydraulic Engineer's Department is also governed by these principles. The M. L. 'Investigator' is one of the vessels under the Chief Hydraulic Engineer and that the crew of the vessels consists of—

Deck Staff

Inland Master (2nd class)	1
Seacunny	1
Lascar	2
Bhandary	1
Total	5

Engine Room Staff

Driver (1st Class)	1
Greaser	1
Total	2

10. In all material times since the M. L. 'Investigator' has been acquired by the Commissioner, which has been considered as a separate unit for promotion of its crew and the dockstaff were and are considered for promotion to the post of Seacunny in accordance with the principles of seniority subject to their suitability. The Commissioners have stated that although the reference to arbitration is regarding the justification of the claim of Shri R. N. Saha for promotion to the post of Seacunny, the dispute is really over the *inter-se*-seniority of Shri S. K. Bhowmik and Shri R. N. Saha, both Lascars on M. L. 'Investigators' and the Commissioners have put the facts of the case as follows :—

S/Shri S. K. Bhowmik and R. N. Saha are two Lascars working on M. L. 'Investigator'. Shri Bhowmik was first appointed under the Commissioners in a temporary post of Lascar, under Survey Party, Fulta under River Surveyor's section in the Department of the Director, Marine Deptt. with effect from 11-4-60 to 4-3-61 ; he was again appointed as a temporary Lascar under the Survey party, Fulta Point in the said section and Deptt. on 17-4-61 and continued there till 30-6-62 and was transferred to Upper Reaches Research Party on M. L. 'Investigator', a launch attached with the Upper Reaches Research Party in the Department of Chief Hydraulic Engineer from 1-7-62 and has been continuously working there ever since.

11. Shri R. N. Saha was first appointed under the Commissioners as a temporary Lascar on R. S. V. 'Pathfinder' under the River Surveyor in the Department of the Director, Marine Deptt. from 19-12-59 to 13-1-60 ; he was again appointed in the said section and the department on 5-2-60 and worked on various vessels/crafts/Somaphore upto 25-11-61 with breaks in service on a number of occasion. It is found that he again was in the said section from 23-11-61 to 31-8-62, and was transferred to Upper Reaches Research Party in the Deptt. of the Chief Hydraulic Engineer on 1-9-62 and worked there upto 31-3-63 and was transferred to M. L. 'Investigator' from 1-9-63 and has been continuously working there ever since. The commissioners hold that the *inter-se*-seniority between Shri S. K. Bhowmik and Shri R. N. Saha should be determined on the basis of their continuous service on M. L. 'Investigator' ignoring their previous service. Shri Saha, who started working as temporary Lascar earlier than Shri Bhowmik can claim the advances of service in the River Surveyor section under the Director, Marine Department if it can be established that his transfer was in the interest of the Commissioners' work. The Commissioners, however, state that his transfer from one Department to another was not made in the interest of the Commissioners' work. The Commissioners further state that the respective claim for promotion of Shri Bhowmik and Shri Saha to the post of Seacunny on M. L. 'Investigator' is to be decided on the basis of their service on the M. L. 'Investigator' and on the basis of their respective dates of continuous services on the same vessel. The Commissioners have also pointed out that Shri Bhowmik was posted to act a Seacunny on M. L. 'Investigator' with effect from 21-3-66 to 18-6-66 while at the relevant time Shri Saha was working as Lascar on the same vessels and no industrial dispute had been raised by Shri Saha at that time.

12. In their rejoinder to the written statement of the National Union of Waterfront Workers, the Commissioners for the Port of Calcutta have denied the statement of the Union that Shri

R. N. Saha having obtained a training certificate from the Inland Water Transport Crew Training Centre, Govt. of West Bengal, had secured first employment on Commissioners vessel, R. S. V. 'Pathfinder' in the capacity of Lascar grade-I on 19-12-59. Shri Saha was first recruited as leave substitute on R. S. V. 'Pathfinder' against leave vacancy of Lascar-II with effect from 19-12-59 and he was put off duty from 14-1-60 due to the permanent rating resuming duty. As regards the Union's contention that Commissioners for the Port of Calcutta had discontinued the practice of recruiting Lascars for vessels without the training certificate from the Inland Water Transport Crew Training Centre as far back, in 1950, the Commissioners have stated that the recruitment of Lascars for vessels with certificates from the Inland Water Transport Crew Training Centre was introduced for the Commissioners larger vessels and to some launches which were based at Calcutta. This mode of recruitment was not applicable to stations and attached launched which were based away from Calcutta where the mode of recruitment was local recruitment and this practice is still continuing in certain far off shore stations like Gangra, Saugor etc. With regard to the statement of the union that the Commissioners for the Port of Calcutta have had two separate scales for lascars grade-I and grade II namely Rs. 40-1-50 and Rs. 34-1-40-EB-1-50 respectively, the Commissioners have stated the lascars (flotilla crews) were placed in the scale of Rs. 40-1-50 and other lascars of non-propelled grab Dredgers, launches, non-propelled Hopper barges, water barges etc. were categories as lascar grade-II and were placed in the scale of Rs. 30-1-40-EB-1-50 (to start on Rs. 34/- at Calcutta) by the Committee for the Classification and Categorisation of Class-III and Class-IV employees of the major ports. The Commissioners for the Port of Calcutta have denied the statement of the union that Shri Saha had been employed against permanent vacancy of lascar grade-I on R. S. V. 'Pathfinder' on 28-11-61 and continued till his transfer to M. L. 'Investigator' on 1-9-62 against another permanent post of lascar grade-I. They have furnished details of the factual position of Shri Saha's appointment against purely temporary vacancies in R. S. V. 'Pathfinder' as below :—

- (1) Temporary Lascar, grade-II
on Rs. 32 From 28-11-61 to 30-11-61
- (2) Temporary Lascar grade-I
on Rs. 34 From 1-12-61 to 6-12-61
- (3) Temporary Lascar, grade-II
on Rs. 32 From 17-12-61 to 31-3-62
- (4) Temporary Lascar, grade-I
on Rs. 80 (S. P. C.) From 1-4-62 to 31-8-62.

13. The Commissioners have, further, stated that Shri Saha was thereafter posted on M. L. 'Investigator' as Lascar grade-II on the pay of Rs. 74/- in the scale of pay of Rs. 70-1-85-EB-2-95 (to start on Rs. 74/-). The above scale was the S.P.C. equivalent of C.C.C. Scale. The Commissioners have also denied the contention of the union that M. L. 'Investigator' was acquired by the Commissioners in 1963 from a private party and the arrangement of staff of various categories was made from different survey vessels of the Commissioners, by stating that it was acquired in 1962 and arrangements were made to appoint senior categories of staff, namely, Inland Master, Seacunny, Driver (1st Class) and Greaser on transfer from other establishments of the Commissioners. The other staff like Lascar and Bhandary were recruited in the scale of pay of Rs. 70-1-85-EB-2-95 as were available. According to Commissioners for the Port of Calcutta, the newly created research unit under the Chief Hydraulic Engineer was started in about June, 1962 and was called Upper Reaches Research Party, Fulta, M. L. 'Investigator' was acquired for the Upper Reaches Research Party, Fulta in July, 1962 and R. V. 'Anusandhani' in about October 1963 and senior categories of staff like Inland Master, Driver etc. posted on both M. L. 'Investigator' and R. V. 'Anusandhani' on transfer from the River Survey Section under the Director, Marine Department, whereas appointments in the lower categories like Lascar, Bhandary etc. were made from outside or from among those who had been working or had worked in temporary/leave vacancies under the Commissioners or otherwise as were available. The Commissioners have denied the contentions of the Union that the nature of work and other related factors of these two units viz., River Survey and River Research, were more or less identical and that was the reason of bringing experienced and efficient officers and workmen from the River Survey Unit to River Research Unit giving them

their service seniority and other benefits as it was due to them in their parent units. In fact, senior categories of staff as indicated hereinabove were posted on transfer from River Survey Section to Research Section on promotion and their seniority was decided depending upon their date of promotion and also taking into consideration their previous service, where necessary, as per seniority principles commonly known as "Seniority Rules". As to the contentions of the union that on M. L. 'Investigator' there are two Lascars viz., Shri. R. N. Saha and Shri S. K. Bhowmik, the Commissioners have stated that initially one Lascar was appointed on M. L. 'Investigator' and Shri Bhowmik was appointed against the post with effect from 1-7-62 but subsequently in the interest of work the number of post of Lascar was increased to two and Shri Saha was appointed as Lascar with effect from 1-9-62. The Commissioners have referred to the service records of Shri Saha showing that he was appointed as Lascar grade II on R.S.V. 'Pathfinder' against leave vacancy from 19-12-59 to 31-1-60 and subsequently he had been working against different temporary vacancies mostly in the same capacity. He appointed Lascar grade-II on M. L. 'Investigator' with effect from 1-9-62 on the pay of Rs. 74/- although prior to that he was working on R.S.V. 'Pathfinder' against a temporary vacancy as Lascar grade I on the pay of Rs. 80/- Shri S. K. Bhowmik on the other hand, was first appointed as a temporary Lascar with the Survey Party, Fulta Point Scheme which was based at Fulta, a shore station of Calcutta and was a local recruit as per the prevalent mode of recruitment for the station at the relevant time. It was not necessary according to the prevalent practice that recruitment at Fulta was to be made from those who had a training certificate from the Inland Water Transport Training Centre. Shri Bhowmik was later transferred from Upper Reaches Research Party, Fulta to work on M. L. 'Investigator' with effect from 1-7-62 on the pay of Rs. 75/- in the scale of Rs. 70-1-85-EB-2-95 (S.P.C.). The Commissioners have while agreeing with the union that inter-se-seniority between S/Shri Saha and Bhowmik should be determined for promotion to the post of Seacunny on the basis of the Commissioners' seniority principles, refuted the statement of the union that Shri Saha's continuous service on a grade of Rs. 40-1-50 (Lascar grade-I), is from 25-11-61. The Commissioners have further stated that Shri Sadhan Chandra Dey and Shri Sk. Sonahar were transferred against senior categories in the interest of their work. The Commissioners have reiterated that the transfer of Lascar, as was in the case of Shri Saha, was not necessary in the interest of Commissioners' work as the grade of Lascar is in the lowest point of entry into the service on vessels. Shri Saha was transferred entirely in his own interest to give him opportunity to work against the regular vacancy on M. L. 'Investigator' while he was working against purely temporary vacancy on R.S.V. 'Pathfinder'. It is not correct that the Commissioners have never promoted a non-certificated rating to a post of Seacunny on propelled vessels and that there is a uniform policy of the Commissioners in the matter of promotion from the immediate lower rank of Lascar with a certificate of training as stated by the union. As a matter of fact, the present incumbent to the permanent post of Seacunny of M. L. 'Investigator' Shri Gajanand Ramchandra is a non-certified rating.

14. In the light of the foregoing submission of the Commissioners for the Port of Calcutta, the representatives of the management maintained that the claim of Shri R. N. Saha for being considered senior to Shri S. K. Bhowmik for the purpose of promotion to the post of Seacunny on M. L. 'Investigator' is not entertainable.

15. I have also heard the representatives of the Calcutta Port Shramik Union who were not parties to the instant arbitration agreement but being concerned in the dispute approached me to give them an opportunity of presenting their case before me. Shri Parbat Das, Secretary of the Calcutta Port Shramik Union pointed out to me that Shri S. K. Bhowmik had been continuously working in Chief Hydraulic Department, Fulta Point Survey Party from 17-4-61 and in M.L.'Investigator' from 1-7-62. Shri R. N. Saha on the other hand, had been continuously working under the said Department from 1-9-62 and on M. L. 'Investigator' from 1-9-63. According to the 'Seniority Rules' of the Commissioners for the Port of Calcutta, seniority and promotions were considered section-wise and vessel-wise and if an employee was transferred from one section to another either at his own request or on being rendered surplus in some other sections, his seniority was counted from the date of his transfer to the new section or vessel. Date of confirmation of both the employees concerned being the same, seniority would depend on the length of continuous service in the particular unit. Hence on the grounds

of fair play and justice the representative of the Calcutta Port Shramik union prayed that in consideration of longer period and continuous service either in the section/department or in the launch, Shri Bhowmik should be adjudged as senior to any other claimant to the post of Seacunny in M. L. 'Investigator'. This union has also submitted a written statement detailing their case in favour of Shri Bhowmik which is identical with that of Commissioners' for the Port of Calcutta.

16. While hearing the representatives of the Commissioners for the Port of Calcutta as also the National Union of Waterfront Workers, the representatives of the former submitted that the Central Govt. Industrial Tribunal at Calcutta in Reference No. 1 of 1956 had in its Award dated 30-1-58 on issue No. VII-Avenues of promotion for Class-IV employees-laid down under para 27 that "Promotion will be unitwise except where otherwise indicated". In Annexure-III of the said Award, the unit/units had been indicated Departmentwise. At the time of this Award, M. L. 'Investigator' had not been acquired and as such its name did not appear in the said Annexure. A copy of the Award was produced before me and shown to the opposite party. The representatives of the Commissioners for the Port of Calcutta submitted that they always treated M. L. 'Investigator' as a separate unit for the purpose of Seniority and promotion of the crew attached to the launch. The representatives of the National Union of Waterfront Workers did not controvert the above position and accepted that M. L. 'Investigator' was being treated as a separate unit since 1966. He, however, pointed out that members of the crew posted in a number of River Survey vessels were treated as the members of a common unit. He pointed out that R.S.V. 'Pathfinder', R.S.V. 'guide' (now condemned), R.S.V. 'Waterwitch', R.S.V. 'Bluewing' and several other vessels formed part of one unit with common seniority. To this, the representatives of the Commissioners for the port of Calcutta pointed out that as per Dasgupta Tribunal Award referred to above the vessels referred to by the representatives of the National Union of Waterfront Workers all belonged to separate units for purposes of promotion in the Marine Department and as such employees of Marine Department working in a particular section or a unit could not claim seniority for promotion to any other Department, Section or unit. Shri Saha's temporary and interrupted periods of service on different vessels of the Marine Department could not be taken into account for determining his seniority in M. L. 'Investigator'-a unit under the Hydraulic Study Department. The representatives of the Commissioners for the Port of Calcutta also produced the service registers of both S/Shri Bhowmik and Saha before me in course of hearing explaining their further as under:-

Shri Bhowmik :

Shri Bhowmik was working in Survey Party Fulta under the Marine Department from 17-4-61 until he was transferred to Hydraulic Study Department and posted on M. L. 'Investigator' with effect from 1-7-62 as Lascar grade-II on Rs. 75/- in the scale of pay of Rs. 70-95.

Shri Saha :

Shri Saha, on the other hand, was working in different vessels from time to time and continuously on R.S.V. 'Pathfinder' from 28-11-61 as Lascar grade-II and grade-I but against different vacancies as and when such vacancies occurred on R.S.V. 'Pathfinder' until he was transferred and posted in the Hydraulic Study Department on M. L. 'Investigator' with effect from 1-9-62 as Lascar grade II on Rs. 74/- in the scale of Rs. 70-95. It was also pointed out that a Lascar grade II starts on Rs. 74/- in the grade on Rs. 70-95, when they are posted on Launches. It was further pointed out that Shri Saha was working as Lascar grade-I on Rs. 80/- on "Pathfinder" but on transfer/posting on M. L. 'Investigator' his pay was fixed at Rs. 74/-. Applying the principle of seniority as set out in the rules for determining seniority of staff, clause-III of the said rules would apply in the instant case. According to this rule and the award of Das Gupta Tribunal the service of Shri Bhowmik and Saha should be counted for determining the seniority on M. L. 'Investigator' from the date of their posting on the said vessel i.e. M. L. 'Investigator'. Accordingly, Shri Bhowmik posted on M. L. 'Investigator' with effect from 1-7-62 as Lascar grade-II was senior to Shri Saha who was posted on the said vessel on and from 1-9-62 as Lascar grade-II.

17. As regards the contention of the Union that Shri Saha should be given the benefit of his service from 28-11-61 to 31-8-62

on R.S.V. 'Pathfinder' for the purpose of determining his seniority it was pointed out that his transfer to M. L. 'Investigator' was not in the interest of Commissioners work as would be evident from the fact that although he was rawing Rs. 80/- as salary as Lascar grade-I on R.S.V. 'Pathfinder' he was posted on M. L. 'Investigator' as Lascar grade-II on Rs. 74/- with effect from 1-9-62. In short, he was not given the pay protection as the transfer was in his own interest for continuous regular service. On the other hand, Shri Bhowmik who was also transferred from the Marine Department to M. L. 'Investigator' on the Hydraulic Study Department had served in the Marine Department from 17-4-61 to 30-6-62 prior to his transfer on M. L. 'Investigator' with effect from 1-7-62. He was given a pay protection starting on Rs. 75/- instead of usual starting salary of Rs. 74/-.

18. The representatives of the Commissioners for the Port of Calcutta also repeated in course of hearing that it was not a fact that no non-Inland Water Transport Crew Training Centre personnel was recruited in the Commissioners vessel nor considered for promotion as stated by the union, by citing cases of shi Sk. Sonahar and Shri G. Ramchandra, the present Seacunny on M. L. 'Investigator'. Over and above, Bhandaries posted on vessels were all non-Inland water Transport Crew Training Centre personnel and they were considered for adjustment as Lascar against 25% of the vacancies according to Dasgupta Tribunal Award in Reference No. 1 of 1956. These non-Inland water Transport Crew Training Centre Lascars for the post of Bhandaries would in due course be considered for promotion to different higher categories of post including Seacunnies in all other vessels of the Commissioners for the Port of Calcutta as per the Tribunal Award.

19. As against these, the representatives of the National Union of Waterfront Workers observed as follows:-

Both the employees concerned were confirmed on the same day i. e. 1-3-68 as Lascar grade-I on the scale of pay of Rs. 80-1-85-2-95 (C.C. & S.P.C.) scale. The corresponding scale of wage Board Recommendations was Rs. 110-2-50-120-3-135-EB-3-147. The former scale was introduced on and from 1-9-59 and it continued till 31-12-68 and the latter scale was introduced on 1-1-69 and was still continuing.

20. Shri Saha had been working as Lascar grade-I on M. L. 'Investigator' from 1-9-62. Prior to his transfer on M. L. 'Investigator' he had been working as Lascar grade-I on and from 1-4-62.

21. As regards his reduction in pay to Rs. 74/- the union contended that it was arbitrarily done by the Commissioners because Shri Saha was a temporary staff. He did not dare to raise any complaint in respect of reduction in pay from Rs. 80/- to Rs. 74/-.

22. Shri Bhowmik on the other hand, had been working on M. L. 'Investigator' on and from 1-7-62. Prior to his joining on M. L. 'Investigator' it is reported that he had been working at Higher Reaches Station Fulta as Lascar grade-II. Shri Bhowmik's continuity in Lascar grade-I service was from 1-7-62 (the day he joined on M. L. 'Investigator') while Shri Saha's continuity in service as Lascar grade-I is from 1-4-63.

23. Referring to clause 3 of the seniority principles of the Calcutta Port Commissioners, the representative of the National Union of Waterfront workers stated that both Shri Saha and Shri Bhowmik had been confirmed in the same grade on the same day and the period of Lascar grade-I service of Shri Saha was from 1-4-62 while Shri Bhowmik had been on the same grade on and from 1-7-62.

24. As to the question raised by the Commissioners' representatives in respect of Shri Saha's transfer to M. L. 'Investigator' that it was not in the interest of the Commissioners the representative of the National Union of Waterfront Workers stated that it was not correct. Documentary evidence had been submitted before the Hon'ble Arbitrator that on receipt of the requisition from the Commander Upper Reaches Station, Fulta, the Commander R.S.V. 'Pathfinder' released Shri Saha from 'Pathfinder' to report to M. L. 'Investigator'. No application of Shri Saha was produced by the Port Commissioners before the Hon'ble Arbitrator to justify their statement that Shri Saha was transferred in his own interest. Hence it was purely in the interest of the Commissioners that Shri Saha was officially posted and advised by letter to report to M. L. 'Investigator'.

25. Regarding the question of giving pay protection to Shri Bhowmik at the time of his transfer from Fulta Station to M. L. 'Investigator' the union stated that administrative decision/order was required to give pay protection to any of their employee but in the case of Shri Saha no administrative decision/order was produced before the Hon'ble Arbitrator to substantiate their statements.

26. In view of the above observations the representative of the National Union of Waterfront Workers stated that the claim of Shri Saha for promotion to the post of Seacunny vis-a-vis his seniority over Shri Bhowmik was justified in accordance with the Commissioners' rules and practices.

27. I have gone through the written statements of the Commissioners for the Port of Calcutta as also of the National Union of Waterfront Workers and the Calcutta Port Shramik Union and have taken note of their arguments in support of their respective stands advanced in the matter in course of hearings. I have examined the Service Registers of S/Shri S.K. Bhowmik and R.N. Saha, Lascars of M.L. 'Investigator' produced before me by the representatives of the Commissioners for the Port of Calcutta and I find that Shri Bhowmik was adjusted as Lascar in M. L. 'Investigator' on 1-7-62 while Shri Saha was adjusted on the said M. L. 'Investigator' with effect from 1-9-62 as Lascar, and both have been continuously working there ever since. I also note that Shri Bhowmik is not a person having a training certificate from the Inland Water Transport Crew Training Centre, Govt. of West Bengal while Shri Saha has, but I find from the written statements of the Commissioners for the Port of Calcutta and the Calcutta Port Shramik Union that recruitment of men without any certificate of the said Centro was in vogue for exigencies of work, under the Commissioners for the Port of Calcutta and that there was also a directive to this effect by the Chairman, Commissioners for the Port of Calcutta to the then Dy. Conservator (now Director, Marine Department) vide Secretary, Commissioners' for the Part of Calcutta letter No. 5071/93 dated 23-9-51 a copy of which was produced before me by the Calcutta Port Shramik Union. Further, I have gone through carefully an extract from the report of the Committee appointed to frame a set of rules for determining seniority of staff of the Commissioners for the Port of Calcutta known as 'Seniority Rules', as submitted to me both by the Commissioners for the Port of Calcutta and the Calcutta Port Shramik Union, and I find that the action of the management in treating Shri S.K. Bhowmik as senior to Shri R.N. Saha is in consonance with the said 'Seniority Rules', for Shri Bhowmik has put in longer period of continuous service than Shri Saha as Lascar on M. L. 'Investigator'. The contention of the National Union of Waterfront Workers that Shri Saha had been employed against a permanent vacancy of Lascar, grade-I on R.S.V. 'Pathfinder' on 28-11-61 and continued as such till his transfer to M.L. 'Investigator' on 1-9-62 against another permanent post of Lascar grade-I has not been found to be based on facts as revealed from the Service Register of Shri Saha as also from the facts submitted before me by the Commissioners for the Port of Calcutta in this connection. Hence, the contention of the National Union of Waterfront Workers that according to clause I of the 'Seniority Rules', which provides that 'the seniority of a man in a grade should be determined on the basis of total length of his service in that grade or in an equivalent grade', Shri Saha should be treated as senior to Shri Bhowmik is not tenable. Again, as to the contention of the National Union of Waterfront Workers that since the Commissioners for the Port of Calcutta in their own interest transferred Shri R.N. Saha from the survey vessel R.S.V. 'Pathfinder' to Research Launch M.L. 'Investigator', Shri Saha should be allowed to count his service in his original Departments i.e., R.S.V. 'Pathfinder' for the purposes of seniority in the new Department i.e., M. L. 'Investigator' in terms of Clause No. IX of the seniority Rules which runs as "Men who are transferred from one Department to another in the interests of the Commissioners would be allowed to count their service in their original Departments for purpose of seniority in the new Department". I find from the submissions of the Commissioners for the Port of Calcutta both in their written statements and in course of hearing that Shri Saha was not transferred from R.S.V. 'Pathfinder' to M. L. 'Investigator' by the Commissioners for the Port of Calcutta in the interest of their work, but purely on consideration of all owing him to continue in his service against regular vacancy of Lascar in M. L. 'Investigator'. Had it been a fact that Shri Saha was actually transferred from R.S.V. 'Pathfinder' to M. L. 'Investigator' in the interest of Commissioners' work, he would have been given pay protection

in that event. But this was not done in his case by the authority. Shri Saha was drawing Rs. 80/- as Lascar grade-I on R.S.V. 'Pathfinder' as on 31-8-62 but his pay was fixed at Rs. 74/- on 1-9-62 when he was transferred as Lascar to M.L. 'Investigator'. Shri Bhowmik, on the other hand, used to draw as temporary Lascar, Survey Party, Fulta Point Scheme Rs. 32.50 paiso as on 30-6-62 but on transfer to M.L. 'Investigator' as Lascar on 1-7-62, his pay was fixed at Rs. 75/- and thus it is abundantly clear that he was given pay protection by the authority. Therefore, the contention of the National Union of Waterfront Workers on this score also does not hold good.

28. I also observe from the submissions made before me by the Commissioners for the Port of Calcutta and the National Union of Waterfront Workers in the matter that neither the Union nor Shri R.N. Saha raised any industrial dispute against the action of the Port authorities when they ordered Shri S.K. Bhowmik to act as Seacunny on M.L. 'Investigator' with effect from 21-3-66 to 18-6-66 when Shri Saha was continuing as Lascar on the said vessel. Shri Saha or the union also did not put up any representation to the Port Authorities for pay protection on transfer from R.S.V. 'Pathfinder' to M.L. 'Investigator' from 1-9-62 claiming that his transfer from one Department to another was in the interest of Commissioner's work.

29. In view of the facts of the case as revealed by documentary and oral evidence, I have come to the conclusion that the action of the Commissioners for the Port of Calcutta in holding Shri S.K. Bhowmik, Lascar as senior to Shri R.N. Saha, Lascar in M.L. 'Investigator' is perfectly in conformity with the 'Seniority Rules' of the Commissioners. I am also convinced of the fact that the M.L. 'Investigator' has from the beginning been treated as a separate unit by the Commissioners for the post of Calcutta for promotion of its crew, in accordance with the principles of seniority subject to their suitability. I, therefore, hold that the claim of Shri R.N. Saha, Lascar, for promotion to the post of Seacunny of M.L. 'Investigator' is not justified.

30. I pass my award accordingly.

A. N. ROY, Arbitrator
and Regional Labour Commissioner (Central)
Calcutta, the 20th February, 1973.

CALCUTTA.

आदेश

नई बिल्ली, 9 मार्च, 1973

कांसा० ८४२.—यतः केन्द्रीय सरकार की राय है कि इससे उपाधि अनुशूली में विनियिष्ट विषयों के बारे में मैसर्से अधिकार एज कम्पनी, आईना ब्लै बान के मालिक, डाकघर अरसोदिया, बरास्ता द्वाद, जिला सारकंठा (गुजरात), के प्रबन्धताल से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक श्रौद्धोगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिए निर्देशित करना चांगलीय समझती है ;

अतः अब, श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उधारा (i) के अप्प (अ) द्वारा प्रवत भवित्यों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-के अधीन मठित केन्द्रीय सरकार श्रौद्धोगिक अधिकरण सं 2 मूर्खी को न्यायनिर्णय के लिए निर्देशित करती है ।

अनुशूली

यह मैसर्से एस० आर० पुसालकर एज कम्पनी, नेशनल सीमेन यूनियन बिल्डिंग, 4, गोवा स्ट्रीट, बैलाई एस्टेट, मूर्खी-1 के प्रबन्धताल की श्री मुद्दिवरी पदमताम प्रभु की सेवाओं को 20 सितम्बर, 1971 से मीरिक रूप से समाप्त करते की कार्रवाई न्यायोचित है ? यदि नहीं तो, कर्मकार किस प्रनुतोष का हक्कदार है ?

[सं० एस० 31012/3/72-पी० एज० डी०]

श्री० संकरलिङ्गम, ग्रंथर सचिव

ORDER

New Delhi, the 9th March 1973

S. O. 842.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs. S.R. Pusalkar and Company, Bombay-1, and their workman Shri Moodbidri Padmanabha Prabhu in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, No. 2, Bombay, constituted under Section 7A of the said Act.

SCHEDULE

Whether the action of the management of Messrs. S. R. Pusalkar and Company, National Seamen's Union Building, 4, Goa Street, Ballard Estate, Bombay-1, in orally terminating the services of Shri Moodbidri Padmanabha Prabhu with effect from the 20th September, 1971 is justified? If not, to what relief is the workman entitled?

[No. L-31012/3/72-P&D]

V. SANKARALINGAM, Under Secy.

आदेश

नई बिल्ली, 19 फरवरी, 1973

कांसा० ८४३.—यतः केन्द्रीय सरकार की राय है कि इससे उपाधि अनुशूली में विनियिष्ट विषयों के बारे में मैसर्से अधिकार एज कम्पनी, आईना ब्लै बान के मालिक, डाकघर अरसोदिया, बरास्ता द्वाद, जिला सारकंठा (गुजरात), के प्रबन्धताल से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक श्रौद्धोगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णय के लिये निर्देशित करना चांगलीय समझती है :

अतः अब, श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-की ओर धारा 10 की उधारा (1) के अप्प (अ) द्वारा प्रवत भवित्यों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक श्रौद्धोगिक अधिकरण गठित करती है जिसके पाठासीन अधिकारी श्री आई० जी० डाकोर होंगे, जिनका मुख्यालय भ्रहमयादाद होगा और उक्त विवाद श्रौद्धोगिक अधिकरण को न्यायनिर्णय के लिये निर्देशित करती है ।

अनुशूली

“क्या मैसर्से अधिकार एज कम्पनी, आईना ब्लै बान के मालिक, डाकघर अरसोदिया, बरास्ता द्वाद, जिला सारकंठा (गुजरात) के प्रबन्धताल की, सर्वश्री भिखार्हा रत्नालीभाई पटेल, भूतपूर्व स्टोर कीपर और रमनलाल नरसीभाई पटेल, भूतपूर्व बान सिपिक की सेवाओं के लिये 31 जुलाई और पहली अक्टूबर, 1972 से समाप्त करते की कार्रवाई न्यायोचित थी? यदि नहीं, तो कर्मकार किस प्रनुतोष के, यदि कोई हो, हक्कदार है?”

[संक्षा एल-29012/31/72-एस०आर०-4]

एस०एस० सहस्रनामन, अबर सचिव

ORDER

New Delhi, the 19th February, 1973

S. O. 843.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs. Ashwin and Company,

Owner of the China Clay Mine, Post Office Arsodia, Via Davad, District Sabarkantha (Gujarat) and their workmen in respect of the matters specified in the Schedule hereto annexed;

AND, WHEREAS, the Central Government considers it desirable to refer the said dispute for adjudication;

NOW, THEREFORE, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri I.G.Thakore as Presiding Officer with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether the action of the management of Messrs. Ashwin and Company, Owner of the China Clay Mine, Post Office Arsodia, Via Davad, District Sabarkantha (Gujarat) in terminating the services of Sarvashri Bhikhahhai Ranchhodhbhai Patel, Ex-Store Keeper and Ramanlal Narsibhai Patel, Ex-Mines Clerk with effect from 31st July and 1st October, 1972 respectively was justified? If not, to what relief, if any, are the workmen entitled?

[No. L. 29012/31/72-LR.IV]

S. S. SAHASRANAMAN, Under Secy.

आदेश

नई दिल्ली, 9 मार्च, 1973

का० आ० 844—यतः कैण्टीन स्टोर्स डिपार्टमेण्ट (इण्डिया) बम्बई से सम्बद्ध नियोजकों और उनके कर्मकार के बीच, जिसका प्रतिनिधित्व कैण्टीन स्टोर्स डिपार्टमेण्ट (इण्डिया) कर्मचारी यूनियन, बम्बई करती है, एक ग्रीष्मोगिक विवाद निष्पादन है;

ग्रीष्म यतः उक्त नियोजक ग्रीष्म कर्मकार से ग्रीष्मोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थम् के लिए निर्विशित करने का करार कर लिया है और उक्त माध्यस्थम् करार की एक प्रति केन्द्रीय सरकार को भेजी गई है;

ग्रतः, ग्रंथ, उक्त अधिनियम की धारा 10-क को उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थम् करार को, जो उसे 22 फरवरी, 1973 को मिला था, एतद्वारा प्रकाशित करती है।

करार

(ग्रीष्मोगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन) के बीच

पक्षकारों के नामः श्री बी० बी० श्रग्नाल,

नियोजकों का प्रतिनिधित्व करने वाले: सहायक महाप्रबन्धक (सिनेमा) कैण्टीन स्टोर्स डिपार्टमेण्ट (इण्डिया) बम्बई।

कर्मकार का प्रतिनिधित्व करने वाले: श्री एन० पद्मरोसे, संयक्त महा. मन्चित्र, कैण्टीन स्टोर्स डिपार्टमेण्ट (इण्डिया) कर्मचारी यूनियन, बम्बई।

पक्षकारों के बीच एतद्वारा निम्नलिखित ग्रीष्मोगिक विवाद को श्री ए० डी० गोइल, प्रावेशिक भ्रमायुक्त (केन्द्रीय), बम्बई के माध्यस्थम् के लिए निर्विश करने का करार किया गया है।

(1) विनिर्विष्ट विवाद प्रस्त विषयः क्या कैण्टीन स्टोर्स डिपार्टमेण्ट (इण्डिया), बम्बई के प्रबन्धतंत्र की श्री एम० गोपाल, पोस्टर बांध, बी० आर० बी० सिनेमा, बंगलौर की सेवाओं को समाप्त करने की कार्रवाई स्थायोगित है? यदि नहीं तो कर्मकार किस अनुतोष का हक्कादार है।

(2) विवाद के पक्षकारों का विवरण, जिसमें अन्तर्दिलित स्थायपत्र या उपक्रम का नाम और पता भी सम्मिलित है।

(1) महाप्रबन्धक, कैण्टीन स्टोर्स डिपार्टमेण्ट (इण्डिया), बम्बई; और (2) उनका कर्मकार जिसका प्रतिनिधित्व कैण्टीन स्टोर्स डिपार्टमेण्ट (इण्डिया), बम्बई, कर्मचारी यूनियन करती है।

(3) उपक्रम में नियोजित कर्मकारों की कुल संख्या

16

(4) विवाद द्वारा प्रभावित या संभाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या 1

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर आवश्यक होगा।

मध्यस्थ अपना पंचाट इस समझीते के भारत सरकार द्वारा राजपत्र में प्रकाशित किए जाने की तारीख से तीन मास की कालावधि या इसने और समय के भीतर जो हमारे बीच पारत्परिक सिद्धित करार द्वारा बढ़ाया जाय, देगा। यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं विया जाता तो माध्यस्थम् के लिये निर्वेश स्वतः रह छोड़ जाएगा और हम नये माध्यस्थम् के लिये बातबीत करने को स्वतंत्र होंगे।

नियोजकों का प्रतिनिधित्व करने वाले कर्मकार का प्रतिनिधित्व करने वाले: ह०/- बी० बी० श्रग्नाल ह०/-एन० पद्मरोसे

साक्षी:

1. ह०/-सी० ए० सुद्रामनियम, केन्द्रीय प्रबन्धक (वक्ता), बी० आर० बी० सिनेमा, बंगलौर।

2. ह०/-एल० यू.चिल, कैण्टीन स्टोर्स डिपार्टमेण्ट (इण्डिया), कर्मचारी यूनियन, बंगलौर।

मध्यस्थ की लिखित स्वीकृति

मैं एतद्वारा इस मामले में मध्यस्थ का कार्य करने की अपनी स्वीकृति देता हूँ।

ह०/

ए० डी० गोइल

प्रावेशिक भ्रमायुक्त (केन्द्रीय), बम्बई।

[फा० सं० ए०-14012/2/73-एल० आर०-1]

एस० एस० सद्यनाम, प्रबन्ध सचिव

ORDER

New Delhi, the 9th March, 1973

S. O. 844.—Whereas an industrial dispute exists between the employers in relation to the Canteen Stores Department (India), Bombay and its workman represented by the Canteen Stores Department (India) Employees' Union, Bombay;

And whereas the said employer and workman have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to Central Government;

Now, therefore, in pursuance of sub-section (3) of section 10A of the said Act, the Central Government hereby publishes the said arbitration agreement which was received by it on the 22nd February, 1973.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Name of the Parties :

Representing employers : Shri V. B. Aggarwal,
Assistant General Manager
(Cinemas)
Canteen Stores Department
(India), Bombay.

Representing workman : Shri N. Pathrose,
Joint General Secretary,
Canteen Stores Department
(India) Employees' Union,
Bombay.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri H.D. Goil, Regional Labour Commissioner (Central), Bombay.

(i) Specific matters in the dispute : Whether the action of the management of Canteen Stores Department (India), Bombay in terminating the services of Shri M. Gopal, Poster Boy B.R.V. Cinema, Bangalore is justified? If not what relief the workman is entitled to?

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved;

- (1) The General Manager, Canteen Stores Department (India), Bombay; and
- (2) Their workman represented by Canteen Stores Department (India), Bombay Employees' Union.

(iii) Total number of workmen 16 employed in the undertaking :

(iv) Estimated : number of workmen : 1 affected or likely to be affected by the dispute :

We further agree that the decision of the Arbitrator will be binding on us.

The arbitrator shall make his award within a period of 3 months from the date on which this agreement is published by Government of India in the official gazette, or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to the arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing employers.
Sd/ (V. B. Aggarwal)

Representing workman,
Sd/ (N. Pathrose)

Witnesses :

- (1) C. A. Subramanyam, Zonal Manager (South), B.R.V. Cinema, Bangalore.
- (2) L. Uchil, Canteen Stores Department (India) Employees' Union, Bangalore.

Written Consent of the Arbitrator :

I hereby give my consent to act as an Arbitrator in the matter.

H. D. GOIL

Regional Labour Commissioner (C), Bombay.

[F. No. L. 14012/2/73-L.R. I.]

S. S. SAHASRANAMAN, Under Secy.

शुद्धिपत्र

नई दिल्ली, मार्च 5, 1973

S. O. 845.—भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 12 फरवरी, 1972 में पृष्ठ 741 पर प्रकाशित भारत सरकार के थम और पुनर्वास मंदालय (थम और रोजगार विभाग) की अधिसूचना सं. का०आ० 485, तारीख 11 जनवरी, 1972 में “केन्द्रीय सरकार एतद्वारा भारत सरकार के थम और पुनर्वास मंदालय (थम और रोजगार विभाग) की अधिसूचना सं.का०आ० 2229, तारीख 26 मई, 1971 को विलेट करती है।” के स्थान पर “केन्द्रीय सरकार, हमर्वै (वक्फ) प्रयोगशाला, लाल कुआं, दिल्ली-६ से सम्बद्ध नियोजकों के निवेदन पर, भारत सरकार के थम और पुनर्वास मंदालय (थम और रोजगार विभाग) की अधिसूचना सं. का०आ० 2229, तारीख 26 मई, 1971 को १ नवम्बर, 1971 से एतद्वारा लिखित करती है।” है।

[फा० सं० 601(24)/70-एच०आई०]

दलजीत सिंह, अवर सचिव

CORRIGENDUM

New Delhi, the 5th March, 1973

S. O. 845.—In the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 485 dated the 11th January, 1972 published in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 12th February, 1972 at page 741, in line 3 for “the Central Government hereby rescinds” read “the Central Government, on the request of the employers in relation to the Hamdard (Wakf) Laboratories, Lal Kuan, Delhi-6, hereby rescinds with effect from the 1st November, 1971.”

[File No. 601(24)/70-HI]

DALJIT SINGH, Under Secy.

आवेदन

नई दिल्ली, 6 मार्च, 1973

S. O. 846.—यह : मेसर्स दि करनपुरा कीलरीज लिमिटेड (नियोजक) ने नीचे की अनुसूची में वर्णित आपसे स्थापना के संबंध में 29-2-1972 को धमाल होने वाले लेखा वर्ष के लिए कर्मचारियों को बोनस के संबंध की कालावधि को बढ़ाने के लिए बोनस संदाय अधिनियम, 1965 की धारा 19(ख) के अधीन आवेदन दिया है।

ओर यह: यह समाधान हो जाने पर कि समय बढ़ाने के लिए पर्याप्त कारण है, मैंने भारत सरकार के अम और रोजगार मंत्रालय की अधिसूचना सं० डबल्यू बी-२०(४२)/६५ तारीख २८ अगस्त, १९६५ के साथ घटित उक्त अधिनियम की धारा १९ के खण्ड (ख) के परन्तु द्वारा मुझे प्रवत्त शक्तियों का प्रयोग करते हुए २०-२-७३ को उक्त नियोजक द्वारा उक्त बोनस के संदाय की कालावधि को अधिनियम की धारा १९ के खण्ड (ख) के अधीन बोनस के संदाय की अंतिम तारीख से ५ महीने (प्रथम २८-२-७३ तक) बढ़ाने का आदेश दे दिया है।

अब इसे उक्त स्थापन के नियोजक और सभी कर्मचारियों की सूचना के लिए प्रकाशित किया जाता है।

आमन्त्रण

नियोजक/नियोजकों
का नाम और पता
मैसर्स करनपुरा कौलरीज लिमिटेड,
चारठड़ बैंक बिलिंग्स, कलकत्ता-१

[बी० ए०—१६(४२)/७२ ए.स.एस० I]
आर० जे० टी० डी० ओजा० मुश्य श्रम आयुक्त (केन्द्रीय)

ORDER

Now Delhi, the 6th March, 1973.

S.O. 846.—Whereas an application has been made under Section 19(b) of the Payment of Bonus Act, 1965 by Messers Karanpura Collieries Ltd. (employer) in relation to their establishment mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 29-2-1972.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB.20(42)/65 dated the 28th August, 1965, passed order on 20-2-1973 extending the period for payment of the said bonus by the said employer by 3 months (*i.e.*, upto 28-2-1973) from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s)	Establishment(s) ..
M/s. Karanpura Collieries Ltd., Chartered Bank Buildings, Calcutta-1.	

[No. BA-16 (42)/72 L S I]

R. J. T. D'MELLO, Chief Labour Commissioner (Central)

प्रावेश

नई दिल्ली, ६ मार्च, १९७३

का० आ० ८४७.—यह: मैसर्स एन० एच० ओजा० एण्ड क० प्रा० लि०, (नियोजक) ने नीचे की अनुसूची में वर्णित अपने स्थापनों के संबंध में ३१-१२-१९७१ को समाप्त होने वाले लेखा वर्ष के लिए अपने कर्मचारियों को बोनस के संदाय की कालावधि को बढ़ाने के लिए बोनस संदाय अधिनियम, १९६५ की धारा १९(ख) के अधीन प्रावेश दिया है।

ओर यह: यह समाधान हो जाने पर कि समय बढ़ाने के लिए पर्याप्त कारण है, मैंने भारत सरकार के अम और रोजगार मंत्रालय की अधिसूचना सं० डबल्यू बी-२०(४२)/६५ तारीख २८ अगस्त, १९६५ के साथ घटित उक्त अधिनियम की धारा १९ के खण्ड (ख) के परन्तु द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए २०-२-७३ को उक्त नियोजक द्वारा उक्त बोनस के संदाय की कालावधि को अधिनियम की धारा १९ के खण्ड (ख) के अधीन बोनस के संदाय की अंतिम तारीख से ५ महीने (प्रथम ३१-१-७३ तक बढ़ाने का आदेश दे दिया है।

अब इसे उक्त स्थापन के नियोजक और सभी कर्मचारियों की सूचना के लिए प्रकाशित किया जाता है।

अनुसूची

नियोजक/नियोजकों
का नाम और पता
मैसर्स एन० एच० ओजा० एण्ड क० प्रा० लि०
अम्बारा कौलरी, पो० आ० जुशारडिया०,
(मध्य प्रदेश)

स्थापन

[सं० बी० ए०—१६(४७)/७२ ए.स.एस० I]

आर० जे० टी० डी० ओजा० मुश्य श्रम आयुक्त (केन्द्रीय)

ORDER

New Delhi the 6th March, 1973

S.O. 847.—Whereas an application has been made under Section 19(b) of the Payment of Bonus Act, 1965 by Messers N. H. Ojha and Company Pvt. Limited (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31-12-1971.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB.20(42)/65 dated the 28th August, 1965, passed order on 20-2-1973 extending the period for payment of the said bonus by the said employer by 3 months (*i.e.*, up to 31-1-1973) from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

SCHEDULE

Name and address of the employer(s)	Establishment(s)
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M/s. N. H. Ojha & Co. Pvt. Ltd.,
Ambara Colliery,
P.O. Junnerodeo, M.P.

[No. BA—16 (47)/72LSI]

R.J.T. D'MELLO Chief Labour Commissioner (Central)

(पुनर्वास विषय)

नई दिल्ली, २१ फरवरी, १९७३

का० आ० ८४८.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, १९५४ (१९५४ का ४४) की धारा १६ की उपधारा २ के खण्ड (क) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस के द्वारा केन्द्रीय बन्दोबस्त आयुक्त (केन्द्रीय), नई दिल्ली के कार्यालय में सहायक बन्दोबस्त अधिकारी श्री जी० पी० माथुर को तत्काल प्रभाव से संघ-शासित क्षेत्र, दिल्ली में मुश्याबजा भंडार की सम्पत्तियों की अधिकारी, प्रबन्ध तथा निपटान के लिये प्रबन्ध अधिकारी के रूप में नियुक्त करती है।

[फा० सं० २८(१७१) १/क००००००००० (के०)/प्रशासन/७०]

(Department of Rehabilitation)

New Delhi, the 21st February, 1973

S.O. 848.—In exercise of the powers conferred by clause (a) of Sub-Section (2) of the Section 16 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri G. P. Mathur, Assistant Settlement Officer in the Office of the Regional Settlement Commissioner (Central), New Delhi, as Managing Officer custody, management and disposal of compensation pool properties in the Union Territory of Delhi with immediate effect.

[File No. 28(171)/RSC (C)/Admn/70]

नई दिल्ली, 21 फरवरी, 1973

नई दिल्ली, 24 फरवरी, 1973

का० आ० 849.—निष्कान्त सम्पत्ति प्रशासन, अधिनियम, 1950 की धारा 6 की उपधारा (1) द्वारा प्रबद्ध शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा कोन्ट्रीय बन्दोबस्त आयुक्त (केन्द्रीय) नई दिल्ली के कार्यालय में प्रबन्ध अधिकारी थी एम० एस० कपूर को तत्काल प्रभाव से उक्त अधिनियम के द्वारा या उसके अन्तर्गत सहायक अभिरक्षक को सौंपे गये कार्यों को सम्पादित करने के लिये पंजाब, हरियाणा तथा हिमाचल प्रदेश राज्यों के लिये सहायक अभिरक्षक के रूप में नियुक्त करती है।

[फा० सं० 28(171)/केंद्र०आ०(के०)/प्रशासन/70]

न० व० मुन्द्ररामन, संयुक्त सचिव

New Delhi, the 21st Feb., 1973

S.O. 849.—In exercise of the powers conferred by Sub-section (1) of Section 6 of the Administration of Evacuee Property Act, 1950, the Central Government hereby appoints Shri M. S. Kapoor, Managing Officer in the Office of Regional Settlement Commissioner (Central), New Delhi as Assistant Custodian Evacuee Property for the States of Punjab, Haryana and Himachal Pradesh for the purpose of discharging the duties assigned to such Assistant Custodian by or under the said Act with immediate effect.

[F. No. 28(171)/RSC(C)/Admn/70]

N.V. SUNDRARAMAN, Joint Secy.

का० आ० 850.—विस्थापित आक्ति (प्रति कर तथा पुनर्वास) अधिनियम 1954 (1954 की संख्या 44) की धारा 3 की उपधारा (1) द्वारा प्रबद्ध शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा श्री राम सिंह कुमार प्रबंध अधिकारी, श्री गंगा नगर, को उक्त अधिनियम के अन्तर्गत या उसके द्वारा बन्दोबस्त अधिकारी को सौंपे गए कार्यों को करते के लिए राजस्थान राज्य के लिये बन्दोबस्त अधिकारी के रूप में नियुक्त करती है।

[सं० 1(5) आर० एस० सी० (सी) प्रशा०/70]

डॉ० एन० असीजा, अवर सचिव

New Delhi, the 24th February, 1973

S.O. 850.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoints for the State of Rajasthan Shri Ram Singh Kumar, Managing Officer, at Sriganganagar as Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act.

[No. 1(5) RSC(C)Admn./70]

D. N. ASIJA, Under Secy.

